

WELCOME TO MHDC LENDER TRAINING



MHDC.com

WEBINAR TIPS

Please check your sound through the Audio panel on the GoTo Webinar menu.

 If you are having any sound issues, please chat through the Question panel on the GoTo Webinar menu.

All questions should be typed into the Question panel on the GoTo Webinar menu.

- Panelists will answer as many questions as possible during the webinar through the Question panel on the GoTo Webinar menu.
- If your question is specific to a panelist, please start the question with the panelist's name.
- All Questions & Answers will be posted on the MHDC website.



Agenda

Welcome
Lender/Loan Officer Eligibility
MHDC Single Family Loan Programs
First Place Program (MRB)
Next Step Program (TBA)
Mortgage Credit Certificate (MCC)
Household Size
Calculating Income
Important Facts
Lender Online Processes
MHDC Forms
Closing Procedures
Master Servicer
Loan Officer Certification Evam



HOW TO BECOME A CERTIFIED LOAN OFFICER





LOAN OFFICER CERTIFICATION REQUIREMENTS

- Your current employer must be an approved certified lender and meet the lender eligibility requirements.
- A loan officer's certification will never expire as long as the loan officer shows active participation and/or the lender in which you are employed is a certified lender.
 - MHDC can verify certification upon request.



Loan Officer Certification Test

- A passing score for the Loan Officer Certification Test is 70% or better.
- Individuals who did not attend both days of the training will not get credit for the Test.
- Please register for the Test with the same email that you registered for the Training.
- Please use Google Chrome for the test.
- All attendees that registered for the Loan Officer Certification Test will receive a link within 2 hours of the end of training, Wednesday, January 25, 2023.

- This link will include a password for the Loan Officer Certification Test.
- This test must be started no later than 1/25/2023 at 11pm.
- The test will be timed. You will have 3 hours.
- The test will not save your progress if you close the browser during the Test.
- You will receive the results on the screen immediately.
- MHDC will send Certificate of Passing Score via email no later than January 31, 2023.

WHY ENCOURAGE BUYERS?

- Cash to help with closing costs/down payment.
- Lower monthly payments.
- Federal tax credit to help lower their tax liability.
- No added credit underwriting/qualifying.
- Use program guidelines you are familiar with.
- Allows you to qualify more borrowers.



WHAT ARE THE LENDER BENEFITS?

- No forward placement risk: When these loans are originated, the rate and fees paid are guaranteed (provided delivery takes place within the reservation period).
- CRA (Community Reinvestment Act): Participation in the first-time homebuyer program constitutes a CRA-eligible activity (in most cases).



WHAT ARE THE LENDER BENEFITS?

- SRP Fees (Service Release Premiums)
 - 2.0% SRP upon purchase of loan on First Place Loans.
 - 1.5% SRP upon purchase of loan on Next Step Loans.
- Compensation:

```
First Place
1% Origination
$1,100 Fees
2% SRP for First Place Total = 3% +
$1,100
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Next Step
1% Origination
$1,100 Fees
1.5% SRP for Next Step Total = 2.5%
+ $1,100
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• Lenders are not required to charge the 1% Origination Fee. They can charge no Origination Fee or anything up to 1% of the total loan Development Commission amount.

WHAT ARE THE RESTRICTIONS?

(FOR ALL LOAN PROGRAMS)

- IRS regulations limit maximum income of applicants using program.
- IRS regulations limit the maximum purchase price for properties using the program.
- Minimum credit score is 640.
- Max DTI Ratio is 45% unless credit score is above 680, then the max DTI Ratio is 50%.
- Properties in 100-year floodplains not eligible for financing.



WHAT ARE THE RESTRICTIONS?

(FOR ALL LOAN PROGRAMS)

- Applicants must be first-time homebuyers, except in target areas and/or a qualified veteran, or using the Next Step program.
- Some restrictions may apply to the sale of the home under some programs.
- We do not subordinate if refinancing MHDC loans.
- MHDC restricts the amount of fees that may be charged, eliminating "junk fees".
- 1% Origination Fee can be charged but is not required Missouri Housing



LENDER FEES & CHARGES

(FOR ALL LOAN PROGRAMS)

- Up to \$1,100 Combined Underwriting/Processing/Application Fee.
- \$350 Settlement/Closing Fee. (\$350 for both buyer and seller) Total charge for both should not exceed \$700.
- \$50 Second Settlement Fee/ \$45 Second Recording Fee
- \$25 Courier/Overnight Fee.
- \$20 Wire Fee.

See Operations Manual for all fees allowed/not allowed. Housing Development Commission



LENDER'S FEES AND CHARGES

- Lender may charge the actual amount expended for credit reports, work number, home inspections, \$400.00 max (per inspection), pest inspections or treatments, flood letters, title examination and insurance, required title policy endorsements, mortgage insurance, attorney fees and filing/recording fees.
- \$84.00 Tax Service Fee should be collected on each first mortgage.
- \$200.00 US Bank Loan Funding Fee can be charged to borrower.

These fees will be netted out by the master servicer upon purchase of the mortgage.

PROHIBITED FEES

The following may not be paid by the buyer:

- Document preparation fee, administrative fee, commitment fee, discounts points, Federal Express/Overnight delivery fees above \$25 (unless agreed to in writing prior to closing).
- Real Estate Commissions, Real Estate Brokerage Fees, or Realtor Administration Fees may never be paid by the buyer.



COMMON MISTAKES

- Lenders pass-through a fee/charge from the realtor. Buyers may not pay any fees to the realtor. Lenders should use every effort to ensure that fees to the seller are kept to a minimum.
- Lenders allow service providers (title companies etc.) to charge more than the MHDC maximum fee allowed. Any amount over the MHDC maximum allowable fee must be refunded to the borrower before the loan will be approved by MHDC.
- Maximum closing fee/settlement fee from the title company is \$350 to the buyer and \$350 to the seller.



WHAT LOAN PRODUCTS ARE ACCEPTABLE?

Lenders can use familiar products such as:

- FHA
- RD (USDA)
- VA
- Conventional FNMA or FHLMC

Borrower selects the following:

- Type of loan (FHA, RD, VA, FNMA, FHLMC, etc.)
- Type of fund (CAL, NON CAL, or MCC)



Single Family Programs

First Place MRB

- CAL
- NON CAL

Next Step TBA

- CAL
- NON CAL

Mortgage Credit Certificate

- Stand Alone
- Next Step CAL
- Next Step NON CAL



FIRST PLACE LOAN PRODUCTS

There are 20 different loan products in the First Place (MRB) Loan Program:

Government

CAL
NON CAL
Target CAL
Target NON CAL

Conventional FNMA/FHLMC

CAL

NON CAL

Target CAL

Target NON CAL

12.1.22 update-above and below 80% AMI pricing no longer mandated. Pricing in Lender online shows all Conventional as >80% AMI currently.

You can find the current rates on our website at https://mhdc.com/services/homeowners/



FIRST PLACE CAL



- CAL (Cash Assistance loan) provides first-time homebuyers with a 30-year fixed-rate first mortgage at affordable rate.
- In addition, it will offer 4% of the total loan amount to go towards down payment and closing cost assistance.
- 4% will come in the form of a forgivable second mortgage.
 - There are no monthly payments with the CAL loans.
 - The borrower will not have to pay the CAL back if they live in the house and stay in the mortgage for 10 years. The loan will diminish starting year 6 and will be completely forgiven after year 10.
 - At closing, the lender will front the 4% CAL and will be reimbursed from the master loan servicer.
 - On all CAL loans lenders must keep in their FHA files Form 593 and 594 to meet FHA compliance.
 - MHDC does not subordinate

FIRST PLACE NON CAL



- NON CAL provides first-time homebuyers with a 30year fixed-rate first mortgage at an even lower rate.
- First-time homebuyers eligible for lower interest rate than those who use CAL.
- Rates result in lower monthly payments.
- Program does not provide down payment and/or closing cost assistance.



BORROWERS MUST MEET FIRST PLACE LOAN PROGRAM REQUIREMENTS

- Borrower(s) must be first-time homebuyer(s).
- Property cannot be located in Flood Zone A or have an asterisk "*" on the Flood Certificate.
- Household income cannot exceed limits set by MHDC.
- Purchase price cannot exceed limits set by MHDC.
- Minimum credit score of 640, max DTI 45% unless credit score is > 680, then max DTI can be 50%.



FIRST-TIME HOMEBUYER:

A first-time homebuyer is defined as a person who has not had an ownership interest in their principal residence within the last 3 years.

- All adult persons who will be on the loan or the spouse of the borrower must meet the First-Time Home Buyer qualification.
- The only exception to this requirement is if the applicant is purchasing a home in a federally targeted area or is a qualified veteran.



HOW DO WE VERIFY BORROWER IS A FIRST TIME HOME BUYER?

- The lender will sign Form 520 certifying they have evaluated the credit report and there are no mortgages that show on any report within the last 3 years in the borrower's name.
- The 1003 needs to provide 3 years of prior residence showing renting or living with relatives in Section 1/Borrowers Information.
- Section 3 of 1003 needs to be properly marked.
- Section 5: Declarations has to show the box checked as "NO" for question "A" referring to prior homeownership.
- Tax Returns are no longer required.

Current Address										
Street		Unit #								
City	State ZIP	Country								
How Long at Current Address? Years Months Housing No primary h	ousing expense O Ow	n								
If at Current Address for LESS than 2 years, list Former Address Does not apply										
Street		Unit #								
City	State ZIP	Country								
How Long at Former Address? Years Months Housing No primary h	ousing expense O Ow	n O Rent (\$/month)								
Mailing Address – if different from Current Address Does not apply										
Street		Unit #								
City	State ZIP	Country								

Section 3: Financial Information - Real Estate. This section asks you to list all properties you currently own and what you owe on them.

3a. Property You Own

If you are refinancing, list the property you are refinancing FIRST.



5a. About this Property and Your Money for this Loan

A. Will you occupy the property as your primary residence? If YES, have you had an ownership interest in another property in the last three years?		
If YES, complete (1) and (2) below: (1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SM), or investment property (IP)? (2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?		
B. If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?	O NO O YES	
C. Are you borrowing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application? If YES, what is the amount of this money?		
 D. 1. Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application? 2. Have you or will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that is not disclosed on this application? 	O NO O YES	
E. Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes (e.g., the Property Assessed Clean Energy Program)?	O NO O YES	



MHDC FIRST PLACE INCOME LIMITS

		NON-TARGETED A	AREAS	TARGETED AREA	<u>\S</u>	2
		1-2 persons	3+ persons	1-2 persons	3+ persons	
		I Z persons	<u>5 i persons</u>	I Z persons	<u> 5 i persons</u>	
•	Kansas City MSA	\$96,800	\$111,320	\$116,160	\$135,520	
	(Counties of Caldwell,					
and the second s	Cass, Clay, Clinton, Jackson,					
	Lafayette, Platte & Ray) *					
	Ediayette, Flatte & Ray)					
•						
•	Jefferson City MSA	\$82,700	\$95,105	\$99,240	\$115,780	
	(Counties of Cole & Osage) **					
	Columbia MSA	\$88,000	\$101,200	\$105,600	\$123,200	
		400,000	Ψ101/200	Ψ105/000	4125/200	
•	(Boone County)					
· ·	St. Louis MSA	\$94,900	\$109,135	\$113,880	\$132,860	
· ·	(Counties of Franklin, Jefferson,					
	Lincoln, St. Charles, St. Louis City					
		,				
•	St. Louis County & Warren) ***					
	All Other Areas	\$80,900	\$93,045	\$97,080	\$113,260	
						Missouri Housing
						Development Commission

Excluding Bates County (due to lower income limit)

Excluding Calloway and Moniteau Counties (due to lower income limits)

Excluding Sullivan City part of Crawford County (for administrative ease)

PURCHASE PRICE LIMITS

Non-Target

- 1 Family \$349,525
- 2 Family \$447,542

Target

- 1 Family \$427,198
- 2 Family \$546,995
- Single set of Price Limits used state-wide



TARGETED CENSUS TRACTS:

WHAT ARE THEY?

- FEDERALLY DESIGNATED AREAS.
- Seventy-percent of households make less than 80 percent of area median income.
- For an additional list of affected counties, and for maps of targeted areas, refer to the MHDC website, www.mhdc.com
- Check census tract on the internet at <u>www.ffiec.gov</u>.



2013 Federally Targeted Census Tracts are:

COUNTY CENSUS TRACT NUMBER

Adair <u>9503</u> Benton <u>4604</u>

Boone <u>0005</u>, <u>0009</u>, <u>0021</u> & <u>0022</u>

 Buchanan
 0012

 Butler
 9507

Cape Girardeau <u>8814</u> & <u>8816</u>

Cole <u>0207</u>

Dunklin <u>3601</u> & <u>3606</u>

<u>Greene</u> 0001, 0002, 0005.01, 0005.02, 0006, 0008, 0013.02, 0017, 0018,

0031, 0032, 0036, 0055 & 0056

Iron <u>9504</u>

<u>Jackson</u> <u>0003, 0006, 0010, 0018, 0019, 0020, 0021, 0034, 0037, 0038, 0052,</u>

0054, 0055, 0056.02, 0058.01, 0060, 0061, 0063, 0075, 0079, 0089, 0095, 0096, 0097, 0102.01, 0114.05, 0134.10, 0154,0156, 0160,

0161, 0162, 0163, 0164, 0166, 0169

Jasper 0108 & 0110

 Livingston
 4805

 Oregon
 4803

Pemiscot <u>4702</u> & <u>4704</u>

 Pettis
 4809

 Pulaski
 4703.90

 Randolph
 4903

Ripley 8701 & 8702

Scott <u>7812</u> St. Charles <u>3105.01</u>

St. Louis City 1015, 1053, 1054, 1061, 1062, 1063, 1064, 1065, 1066, 1076, 1083,

1096, 1097, 1101, 1105, 1111, 1112, 1113, 1114, 1115, 1123, 1152,

<u>1157</u>, <u>1163.02</u>, <u>1164</u>, <u>1184</u>, <u>1193</u>, <u>1202</u>, <u>1211</u>, <u>1212</u>, <u>1242</u>, <u>1246</u>,

1257, 1266, 1267, 1274 & 1275

St. Louis County 2119, 2120.02, 2121.01, 2121.02, 2136, 2139 & 2218

Vernon 9504



NEXT STEP LOAN PRODUCTS

There are 10 different loan products rates in the Next Step (TBA) loan program: Pricing is same for >/< 80% AMI

Government

CAL NON CAL

Conventional FNMA/FHLMC

CAL Under 80% AMI NON CAL Under 80% AMI CAL Over 80% AMI NON CAL Over 80% AMI

These rates could change on a daily basis or sometimes twice a day. Please make sure you are always using the correct rate.

You can find the current rates on our website at

https://mhdc.com/services/homeowners/.



NEXT STEP PROGRAM OBJECTIVES

- The Next Step Program allows Missouri citizens the opportunity to continue their quest for homeownership.
- Next Step will enable <u>non-first time homebuyers</u> who lack sufficient equity or funds for down payment to purchase their new home.



NEXT STEP PROGRAM

- This is a forward commitment program where the mortgage interest rate is set usually on a daily basis, sometimes more often, depending on the market conditions.
- These loans have to be closed and purchased by the master servicer usually within 90 days.
- Extensions will be allowed but at a cost to the lender.
 Under the Next Step TBA program the loans do not have to meet IRS regulations, they only have to meet MHDC regulations.

NEXT STEP PROGRAM NEED

Some homeowners lack equity and need down payment assistance to purchase their next home.

The Next Step Program benefits Missouri borrowers in several ways:

- Bridges the gap between lack of equity and down payment needed to purchase their next home.
- Allow first-time buyers who fall outside the income limits for the First Place Program to achieve homeownership.

FUNDING NEXT STEP

- Funding for this program will be provided by the sale of the MBS, Mortgage Backed Securities, in the TBA market or by the sale of taxable bonds.
- Mortgage interest rates will be set based on the TBA market.
- The interest rates will be adjusted on a daily basis as needed.

* TBA = To Be Announced



NEXT STEP CAL

- CAL provides non first-time homebuyers with a 30-year fixed-rate first mortgage at affordable rate.
- In addition, it will offer 4% of the total loan amount to go towards down payment and closing cost assistance.
- 4% will come in the form of a forgivable second mortgage.
 - There are no monthly payments with the CAL loans.
 - The borrower will not have to pay the CAL back if they live in the house and stay in the mortgage for 10 years. The loan will diminish from starting year 6 and will be completely forgiven after year 10.
 - > At closing, the lender will front the 4% CAL and will be reimbursed from the master loan servicer.
 - On all CAL loans lenders must keep in their FHA files Form 793 and 794 Missouri Housing Development Commission to meet FHA compliance.
 - MHDC does not subordinate



NEXT STEP NON CAL

- NON CAL provides homebuyers with a 30-year fixed-rate first mortgage at an even lower rate.
- Homebuyers eligible for lower interest rate than those who use CAL.
- Rates result in lower monthly payments.
- Program does not provide down payment and/or closing cost assistance.

Next Step TBA

MHDC NEXT STEP INCOME LIMITS

		1-2 persons	3+ persons			
	Kansas City MSA	\$116,160	\$135,520			
	(Counties of Caldwell,					
	Cass, Clay, Clinton, Jack	son,				
	Lafayette, Platte & Ray)	*				
	Jefferson City MSA	\$99,240	\$115,780			
	(Counties of Cole & Osa	ge) **				
	Columbia MSA	\$105,600	\$123,200			
	(Boone County)					
	St. Louis MSA	\$113,880	\$132,860			
•	(Counties of Franklin, Je	fferson,				
•	Lincoln, St. Charles, St.	Louis City,				
•	St. Louis County & Warr	en) ***				
	All Other Areas	\$97,080	\$113,260			
1	* Exclud	ling Bates County (due to lower income	limit)			
1	** Excluding Calloway and Moniteau Counties (due to lower income limits)					
1.0	*** Exclud	ling Sullivan City part of Crawford Coun	part of Crawford County (for administrative ease)			

Missouri Housing Development Commission

Next Step TBA

PURCHASE PRICE LIMITS

- Next Step
 - 1 Family \$427,198
 - 2 Family \$546,995
- Single set of Price Limits used state-wide



Next Step TBA

BUYING NEW BUT KEEPING OLD HOME

If a borrower lives in their current home and wants to buy another home using the Next Step program, this will be allowed, however the following must be met:

- The borrower must live in the new home as their primary residence.
- The NET rental income from the old home must be counted against the borrower for MHDC income qualifying purposes, whether the borrower has rented the home or not.
- All credit underwriting guidelines will still have to be followed.



MCC

- A certificate provided by MHDC to the borrower that directly converts a portion of the mortgage interest paid by the borrower into a non-refundable federal tax credit.
- Mortgage credit certificates can only be issued by MHDC through certified lenders and are typically available only to low-to-moderate income buyers. MCC's have to meet IRS/MHDC regulations.
- These certificates are designed to help first-time homebuyers qualify for a home loan by reducing their tax liabilities below what they would otherwise have to pay.



MCC

- MCC will not be reissued.
- Therefore, if a borrower refinances their home they will lose their MCC.
- MCCs are assigned to the borrower and the mortgage on the home, so if they refinance or sell their home the MCC will become null and void.
- MCCs are non assumable and non transferrable.
- If the borrower fails to occupy their home as their principal residence the MCC will become null and void.

MCC

- For mortgage loans involving MCC's, conventional underwriting standards for housing expense and debt ratios may be modified to recognize the benefit of the MCC from the federal income tax credit.
- The secondary mortgage market and the mortgage insurance industry have established underwriting policies for loans involving MCCs. These are available separately as policy statements from the mortgage lending industry, but generally allow the credit available under the MCC to be treated as an adjustment to the monthly loan payment Housing amount.

MORTGAGE CREDIT CERTIFICATE PROCESS

- Once the reservation has been submitted, the certified lender must then send the conditional submission package to MHDC for review.
- This requires all documentation on the check sheet (Form #304).
- The documents must be submitted in the order that is on the check sheet.



MORTGAGE CREDIT CERTIFICATE









Entitles taxpayers to subtract the amount from their total federal income tax liability, receiving a dollar-for-dollar savings.





Entitles taxpayers to subtract from the adjusted gross income before federal income taxes are computed.

Therefore, with a deduction, only a percentage of the amount deducted is realized in savings.





MORTGAGE

	Without MCC	With MCC
Mortgage Amount	\$200,000	\$200,000
Mortgage Interest Rate	5.00%	5.00%
Monthly P&I Payment	\$1,073.64	\$1,073.64
MCC Rate	N/A	25%
Monthly Credit Amount (First Year Average)	N/A	\$206.94
"Effective" Monthly Mortgage Payment	\$1,073.64	\$866.70



TAX RETURNS

	With a MCC	Without a MCC				
Adjusted Gross Income	\$65,000	\$65,000				
Standard Deduction	\$12,400	\$12,400				
Taxable Income	\$53,000	\$53,000				
Тах	\$7,600	\$7,600				
Tax Credit for MCC	\$2,000	0				
Total Tax Liability	\$5,600	\$7,600				

The borrower can fill out a new W-4 form with their employer to receive more money in each paycheck.



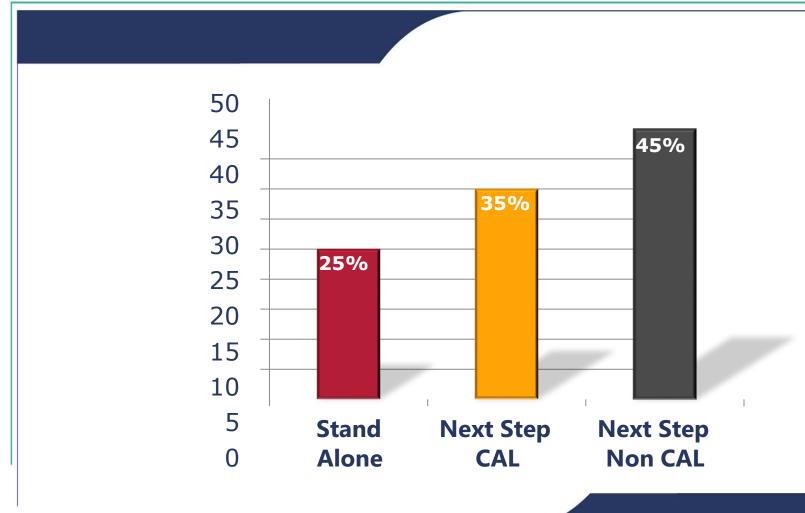
TAX RETURNS

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Step #1			Step #2					
Would an MCC Be Beneficial?		2019 1040 Return	Mortgage Credit Certficate Benefit					
					No MCC	,	With MCC	
Borrower(s) Filing Status:	Single		Loan Amount	\$	217,000			
Number of Children Under 17 in Household:	О		Mortgage Interest Rate		4.875%		3.953%	Effective Mortgage Interest Rate
			Term (years)		30			
Adjusted Gross Income	\$ 77,213	Line 37	Approx. 1st Year's Mortgage Interest	\$	10,506			
Standard Deduction Amount	\$ 12,400		MCC Credit Rate (25%, 35%, 45%)		25%			
Itemized Deduction Amount	s -	Line 42						
Greater of Standard or Itemized Deduction	s 12,400		MCC Tax Credit Amount	\$	2,627			
TAXABLE INCOME	\$ 65,213		Applicable Credit - not to exceed \$2000	\$	2,000			
Approximate Tax Liability	\$ 10,287		Taxable Income	\$	65,213	\$	65,213	
Other Credits:								
Child & Dependent Care Expenses	\$ -	Line 49	Federal Tax Liability	\$	10,287	\$	10,287	
Child Tax Credit	\$ -	Line 52	Less MCC Credit		NA	\$		Credit cannot exceed liability
Other Credits	\$ -		Net Taxes Owed	\$	10,287	\$	8,287	
Total Tax Credits	\$ -	Line 54				•		
			Credit Difference using MCC			\$	2,000	
Total Tax Liability	\$ 10,287	Line 63						
	Tax Liability must be > 0 to benefit from an MCC					\$	166.67	Effective Monthly Savings
			Total Interest Savings at:	_				
			5 years		10,000			
			10 Years		20,000			
			15 Years 20 Years		29,708 37,553			
			25 years		42,814			
			30 Years		44,780			

MCC CREDIT RATES





MCC STAND ALONE



- Stand Alone MCC's are borrowers who purchase the MCC only. The mortgage is through the certified lender using their market interest rate and their loan term. Only term not allowed will be a balloon loan.
- Stand Alone MCC credit rate is 25%.
- MCC is good for the "Life of the Loan" equal to 25% of the mortgage interest paid in a year.
- Maximum allowable credit in a year is \$2,000.
- If your allowable credit is reduced because of the limit based on your tax, you can carry forward the unused portion of the credit to the next three years or until used, whichever comes first.
- Claim on yearly tax returns (IRS Form 8396).
- Borrowers are charged a one-time fee of 1% of the total loan amount for MCC.
- MHDC must prior approve all MCC.



MCC NEXT STEP CAL

MCC NEXT STEP CAL

- MCC-Next Step CAL borrowers receive 4% down payment assistance along with the MCC. MHDC sets the interest rate, all loans are 30 year fixed rate, and must be sold to our Master Servicer.
- The MCC credit rate is 35%.
- MCC is good for the "Life of the Loan" equal to 35% of the mortgage interest paid in a year.
- Maximum allowable credit in a year is \$2,000.
- If your allowable credit is reduced because of the limit based on your tax, you can carry forward the unused portion of the credit to the next three years or until used, whichever comes first.
- Claim on yearly tax returns (IRS Form 8396).
- Borrowers are charged a one-time fee of 1% of the total loan amounts our in Bouvelopment Commission for MCC.
- MHDC must prior approve all MCC.

MCC NEXT STEP NON CAL

MCC NEXT STEP NON CAL

- MCC-Next Step Non CAL borrowers will only receive a MCC. MHDC sets the interest rate, all loans are 30 year fixed rate, and must be sold to our master servicer.
- The MCC rate is 45% for Next Step Non CAL.
- MCC is good for the "Life of the Loan" equal to 45% of the mortgage interest paid in a year.
- Maximum allowable credit in a year is \$2,000.
- If your allowable credit is reduced because of the limit based on your tax, you can carry forward the unused portion of the credit to the next three years or until used, whichever comes first.
- Claim on yearly tax returns (IRS Form 8396).
- Borrowers are charged a one-time fee of 1% of the total loan amount for MCC.
- MHDC must prior approve all MCC.

CONDITIONAL COMMITMENT IS REQUIRED FOR ALL MCC

- Once MHDC reviews the conditional commitment package, it will either send a deficiency letter to the lender or a conditional commitment.
- Conditional commitment (Form #394) will be emailed to the lender.
- Once the lender receives the Form #394 they can then close the loan.
- If any major changes happen between conditional commitment and closing, the lender should notify MHDC immediately in order to keep the MCC commitment.



MCC FINAL SUBMISSION PACKAGE

- After the loan has closed the lender should submit the final loan package to MHDC.
- Documents should be sent in the order of the check sheet (form #305).
- Lenders are to send check or wire the MCC fee (1% of the total loan amount) to MHDC.



MCC ANNUAL REPORTING

- At the end of every year MHDC will send each lender a report of the MCC's that were issued to each borrower for that calendar year.
- Each lender that had their borrower use the MCC program will have to report to the IRS the list of borrowers who received the MCC.
- Lender will do this by filing IRS form 8329.





Lender's Information Return for

For Paperwork Reduction Act Notice, see Instructions.

(Rev. October 2012)

Mortgage Credit Certificates (MCCs)
For calendar year ending

OMB No. 1545-0922

Form 8329 (Rev. 10-2012)

sartment of the rnal Revenue	e Treasury	formati	on about	Form 9220 and the	s instructions is at i	ununu im mouifo	m0220				
	Reporting Authori		on about	FOI III 6329 dilu it	s ilistructions is at i	www.irs.gov/ro	1116329.				
der's name								Employer identification number			
der's addre	ss (humber, street, or P.O. b	ox no., if	mall is not	delivered to street ad	dress)			Room/suite			
, town, or p	ost office, state, and ZIP coo	io						•			
art II	Issuing Authority										
er's name							Employer Identification number				
or's addres	s (humber, street, or P.O. bo	x no., If n	nall is not d	felivered to street add	ross)	Room/suite	Election date				
town, or po	ost office, state, and ZIP coo	10					Nonissued bond amount				
	Desirients of Man		A 12 /	N 1:2: 1 1/2	H E	-1-11-					
rt III	Recipients of Mort	gage	Credit (Certificates (II	more than five re	ecipients, see	instructions.)				
	(a)				(b)			(c)			
	Namo(s)			Do not use	Address a P.O. box number.		Social Security Number(s)				
rt IV	Computation of th							rmation			
	entered on each line	e with	intorma	tion entered on	each correspon	ding line in P	art III.)				
	(d)		(n)			(g) Amount of MCC Issued					
Date	of Issue of MCC	Can	iffed Indebtedness Amount (1) of Each MCC Issued Certificate Credit Rate			edit Rate		of MCC Issued (e) x column (f))			
							((-) (-)/			
Total am	ount of MCCs issued.				<u></u> .						
	Under penalties of perjury, and belief, it is true, correct	I declare	that I hav	e examined this return	n, including accompany	ing schedules and	statements, and to	the best of my knowledg			
an	and belief, it is true, correct knowledge.	vu on all information	or which preparer has an								
re											
10	.				L \.						
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	Firm's address ►	Phone no.									

Cat. No. 13902F



QUICK SUMMARY OF PROGRAMS

First Place MRB

- Must be FTHB
- LowerIncome/Purchase Price Limit
- Recapture Tax
- Affidavits
- 1% Origination fee
- CAL 10 year forgivable

Next Step TBA

- Does not have to be FTHB
- HigherIncome/Purchase Price Limit
- No Recapture Tax
- No Affidavits
- 1% OriginationFee
- CAL 10 year forgivable

Mortgage Credit Certificate

- Must be FTHB
- LowerIncome/PurchasePrice Limit
- Recapture Tax
- Affidavits
- 1% MCC fee



TOTAL NUMBER IN THE HOUSEHOLD





TOTAL NUMBER IN THE HOUSEHOLD

- This means the total number of persons who will be occupying the property as their full-time principal residence that is either on the loan or related to the borrower by birth, marriage or adoption. We also count the children of the non-borrowing spouse, if the they are not related (by birth or adoption) to the borrower (step-children). We also count adult children and parents of borrower(s).
- Lender will initially determine household size from Residential Loan Application and use the household Helpment size to determine maximum income allowable.

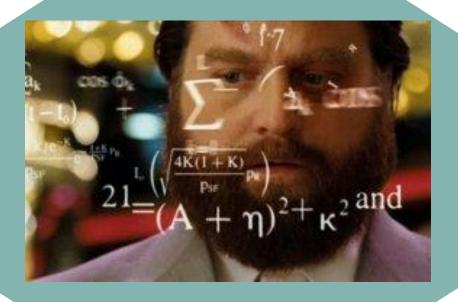
TOTAL NUMBER IN HOUSEHOLD

- Basically all borrowers, spouses of borrowers, all dependents and birth related adults permanently living in the home should be counted in the household number.
- Dependents may be counted if the parents are divorced and per the divorce decree each parent has custody 50 percent of the time.
- We will count grandchildren if the borrowers have legal or permanent custody.
- Foster children are NOT counted as members of the household.



Send us an email to ask about any questionable household members.

CALCULATING BORROWER INCOME





FORMS OF INCOME

- Hourly/Base Pay
- Self-Employment
- Part-Time Income
- Child Support
- Seasonal
- Unemployment
- Interest Income
- Commission
- Social Security

- Trust Income
- Investment Income
- Dividend
- Royalties
- Pension
- Alimony
- Clergy Housing Allowance
- Assets



VERIFICATION OF EMPLOYMENT

- MHDC prefers to receive Written Verification of Employment (WVOE) and the last 30 days of paystubs. Alternative documentation is acceptable, but must follow MHDC guidelines.
- VOE must not be over four months old on the day of closing.
- MHDC will accept The Work Number for everyone, but requires full version/YTD totals.

DIFFERENCE IN CALCULATION FOR SELF-EMPLOYED PERSON

- Income listed on the 1040 (net earnings) is used from the most recently filed tax returns. This will be the only time we would need the tax return and it will only be the most recently filed year.
- MHDC does not average self-employment income over several tax years.
- Deductions are allowed, but all depreciation must be straightline (Schedule C).
- Be certain to include the borrowers' portion of retained issouri Housing Development Commission earnings for partnerships and S- corporations.

IF BORROWER HAS BEEN ON THE SAME JOB FOR 12 MONTHS OR MORE:

- Base earnings are projected forward for a full 12-month period. For example, if currently earning \$20 per hour, \$20 X 2080 hours = \$41,600 annually.
- If overtime, bonuses, commissions, etc., are shown earned on the WVOE or recent pay stubs, we calculate how much of this type of income has been received over the last 12 month period. *If borrower has been on job for 12 months or more, income is not averaged.
 Missouri Housin Development Commission

<u>IF BORROWER HAS BEEN ON THE SAME JOB FOR 12 MONTHS OR MORE</u>

12 A Guerrant Car	ass Dasa Day (Entar	Amount and Check Pe							
12A. Current Gr									
	Annual	☐ Hourly							
1 206 56	☐ Monthly	☐ Other (Specify)							
<u>1,386.56</u>	X Weekly								
	12B. Gross Earnings								
Гуре	Year to Date	Past Year							
	2021	2020							
	Thru 6/2								
Base Pay	\$ 30 526 76	s 71,259.34							
Buse 1 uy	00,020.70	,							
Overtime	\$ 9,151.34	\$ 22,219.74							
	5,101101								
Commissions	S	\$							
		2 000 00							
Bonus	\$	\$ 3,000.00							
	20 070 40								
Total	\$ 39,678.10	s 96,479.08							

In this case we see that Overtime and a Bonus has been earned. Since this VOE is dated 6/2/21, we don't have enough information at this point to determine what was actually earned over the last 12 months. Without further information provided we would add the OT of \$9,151.34 for 2021, and the OT of \$22,219.74 together, and get a total OT amount of \$31,371.08. We also don't know exactly what month the \$3,000 Bonus was earned, so it must be assumed that it was earned in the last 12 months as well. MHDC's initial income calculation in this scenario would be a total annual income amount of \$106,472.20.

Base = \$1,386.56 X 52 = \$72,101.12

Overtime = \$9,151.34 + \$22,219.74 = \$31,371.08

Bonus = \$3,000.00

Total = \$106,472.20



IF BORROWER HAS BEEN ON THE SAME JOB FOR 12 MONTHS OR MORE

- In the scenario on the prior slide, MHDC has to count all Overtime and Bonus income earned over the last 18 months. We will add all the income and divide by 12 months, not 18 months. *If borrower has been on job for 12 months or more, income is not averaged.
- If calculating the income in this example would have put the borrower over MHDC Income Limits, MHDC would request a pay stub dated 6/2/2020. Having this information would allow us to calculate how much Overtime and Bonus was earned from 1/1/2020 through 6/2/2020. We would then subtract that amount from the total earned on the VOE from 2020. We would then add the Overtime and Bonus income earned from 6/1/2020 through 12/31/2020 to the Overtime and Bonus earned YTD 2021 from the UNITY COE to get the total amounts earned in the last 12 months.

IF BORROWER HAS BEEN ON THE JOB FOR LESS THAN 12 MONTHS

 If the borrower has been on the job for less than 12 months, we calculate income by taking the total income earned YTD and divide by the months on the job. We then project that amount forward for a 12 month period.



THINGS TO REMEMBER WHEN CALCULATING INCOME

- Do not average income for more than a 12 month period. Example: WVOE is dated the end of June, do not add YTD to prior year and average 18 months.
- Seasonal/Irregular Income (Nurses, Auto Plant Workers, etc.) can be calculated using the last 12 months of income earned.
- Loan qualifying income will usually be less than MHDC required income.
- If income was used to qualify the borrower, we have to count it as well. And even though some income may not be allowed to use for qualifying purposes, MHDC still requires to count that income toward qualifications.
- We do not count child support income if it's not being received.
- If a borrower states they no longer can receive OT (etc.) income, we still Housing have to count what has been earned over the last 12 months.

TREATMENT OF ASSETS

 Liquid Assets over \$5,000 must be calculated as income. Multiply the total amount of liquid assets and multiply by 2%. Then divide that figure by 12 to calculate monthly income.

Example: Bank Acct = \$10,500.00

x 2%

= \$210.00

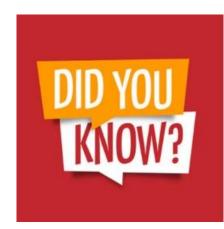
\$210/12=\$17.50 per month

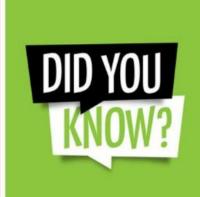


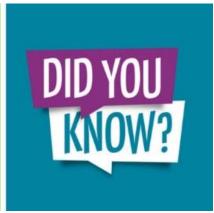
INCOME THAT LENDERS MAY FAIL TO INCLUDE:

- Child support not received regularly: MHDC will include only the amount actually received. Be certain to obtain documentation if the support is not paid.
- Foster Care income and Food Stamp income is not used by MHDC unless underwriting includes it.
- Unemployment Income is included, if it is currently being received.
- Use Form 522 to verify non-working status of spouse.
- Use Form 523 to verify absence of child-support/ public assistance.

IMPORTANT FACTS PERTAINING TO EACH LOAN PROGRAM









RESIDENCE ELIGIBILITY REQUIREMENTS

The types of properties eligible for First Place program are as follows:

- Single Family Detached
- Row House
- Town House
- Duplex Must be at least 5 years old
- 1/2 Duplex
- Condo
- Manufactured homes must be placed on permanent poured foundation with no skirting



ITEMS REQUIRING PRIOR APPROVAL

- Income close to maximum.
- Flood Zone D (non-mapped area).
- Power of Attorney for Active Duty Military borrowers only.
- Escrows for repairs. (We generally do not allow for escrow repairs unless weather related whether funds are held from buyer or seller.)
- A lender may, and should, submit any unusual item to the MHDC for prior approval if uncertain of the acceptability of the item.

BORROWER'S FUNDS IN THE TRANSACTION

- Borrower can only receive cash back equal to the amount they have put into the transaction.
- Debts can be paid off at closing as long as they come directly from the borrower, and only up to the amount they have put into the transaction.
- Gift Funds are not allowed to pay off debt at closing.



ESCROWING FOR REPAIRS

- MHDC documents state that all funds that have been escrowed should be used rarely, if at all.
- Any item escrowed should be weather related.
- The title company must escrow 1.5 times the bid for the First Place program, and 2 times bid for Next Step program. And submit 2 different bids.



REAL-ESTATE CONTRACT

- Provide a copy of the real estate contract with all addendums.
- Be certain any adjustments to sales price are included.
- Both buyer and seller must have executed and dated the contract.
- Do not submit the reservation until you have a FINAL contract.

FLOOD ZONES

- No part of the property can lie within a 100-year floodplain even if the structure does not.
- Any property lying within <u>Flood Zone A will not be eligible</u> for any MHDC program.
- Any property lying within Flood Zone D must have prior approval from MHDC.
- Lender must indicate the flood zone letter on the Lender's Certificate (Form 520, 720).
- Any Flood Certificate that includes an asterisk "*" after the Flood Zone Letter is not allowed.



POWER OF ATTORNEY

- Active duty military personnel currently stationed outside the continental United States may present a JAG Power of Attorney in lieu of mailing documents to the buyer.
- This must come from the office of the Judge Advocate General.



OTHER PERSONS OCCUPYING THE PROPERTY

- MHDC will now require the income amounts of the person(s) on the loan, married to the person(s) on the loan, and any adult child or parent living in the home when calculating household income.
- Boyfriends and girlfriends will not be counted in the household nor will their incomes be counted as part of MHDC income limits.



OWNER OCCUPANCY REQUIREMENTS

- Mortgagors must occupy the residence within 60 days of loan closing and continue to occupy as long as the loan exists.
- Mortgagors may not rent the property as long as the MHDC loan exists.



PERSONS WHO ARE SEPARATED

- Any applicant who is separated is still considered a married person.
- If the applicant and their spouse have been separated for more than 12 months, then each must sign the <u>MHDC Marital Waiver</u> <u>Affidavits</u>, (Form 550-1 and 550-2) stating they will not be residing together.
- Title company generated Marital Waivers are not acceptable.
- If an applicant who is currently separated from their spouse owned a home with that spouse within the last three years, the applicant may NOT use First Place or MCC programs.
- This also applies for spouses that are incarcerated.

LEAVING A RESIDING SPOUSE OFF LOAN (Non Borrowing Spouse)

In a situation where one spouse is being left off the loan but will be residing in the home, the spouse left off must:

- Execute the Deed of Trust.
- NOT be on the Note.
- NOT take Title.
- NOT sign MHDC forms.
- Still qualify for the program.
- MHDC recommends that NBS be <u>left off of purchase</u>
 <u>contract</u>, title companies will follow contract

THIS WILL ONLY APPLY TO FIRST PLACE/NEXT STEP LOANS

LEAVING A RESIDING SPOUSE OFF LOAN (Non Borrowing Spouse)

- 1st NOTE: John Smith signed only by John Smith.
- 2nd NOTE: John Smith signed only by John Smith.
- 1st DOT: John Smith and NBS, husband and wife signed by John and NBS.
- 2nd DOT: John Smith and NBS, husband and wife signed by John and NBS.
- Warranty Deed AND Title Policy: John Smith, a married person.



CONVENTIONAL LOAN PRODUCT

- Make sure you are selecting the proper PMI coverage.
 - Over 80% of AMI = Standard PMI Coverage
 - Under 80% of AMI = Reduced PMI Coverage
- Income calculations on Conventional HFA loan products comes from the borrower only, not the Non Borrowing Spouse if there is one. However, MHDC will calculate total household income for MHDC income limit requirements.
- MHDC does not set/specify pricing on PMI. Monitor AUS Missour findings/Agency guidelines for pricing.



MOBILE HOME OWNERSHIP IN THE PAST 3 YEARS

- An applicant may be considered a first-time homebuyer if :
 - The mobile home was not on a permanent foundation; and
 - There is no mortgage showing on their credit report for the last 3 years.
- If the applicant qualifies as a first-time homebuyer, the lender must certify that the mobile home is indeed mobile.
- A representative from the mortgage company must verify the mobility of the mobile home.
- This may be accomplished by completing Mobile Home
 Certification- Form 385 or Form 585.

NON U.S. CITIZENS

- Each applicant, along with their spouses, must be a U.S. citizen or a lawful resident alien even if the spouse is not on the loan.
- Borrowers must occupy the property as their principal residence.
- Borrowers must be eligible to work in the U.S.
- Borrowers and their spouses must have a valid social security number even if spouse is not on the loan.
- When the spouse of the borrower is not in the country legally, marital status may not be waived.
 Both spouses must be legal U. S. residents.



LOAN CLOSING

- Loan may not be subject to a "buy down" (only applies to First Place/Next Step).
- Mortgage must be in fee simple title.
- Must be a first mortgage.
- Must be underwritten and documented in accordance with prudent standards, and in compliance with applicable program guidelines (i.e., FHA, VA, RD, FNMA, FHLMC).
- Must be 30 year term and have payments due on the first of each month. (Only applies to First Place/Next Step) Wissouri Housing of each month.

CLOSING LOANS AT THE TITLE COMPANY

- Be certain your instructions to the title company are explicit.
- MHDC recommends that NBS be <u>left off of purchase</u> <u>contract</u>, title companies will follow contract. This leads to NBS on title, which must be corrected prior to MHDC approval.
- Let the title company know about the maximum closing fees allowed.

Missouri Housing

SALE OF FIRST PLACE & NEXT STEP LOANS

- Lenders may not retain servicing on First Place or Next Step loans.
- All First Place and Next Step loans are sold to MHDC master servicer, US Bank.
- If you close a loan product with an incorrect interest rate, US Bank is unlikely to purchase the loan.

LENDER ONLINE

USING THE MHDC ONLINE SYSTEM TO MAKE A RESERVATION

https://lenderonline.mhdc.com/





Mortgage Credit Certificate

RESERVATIONS OF FUNDS

- Must have signed application from applicant who has entered into a fully-executed real estate contract before making a reservation.
- Must have made preliminary determination that applicant qualifies per the financial institution's guidelines for the mortgage loan.



Mortgage Credit Certificate

RESERVATIONS OF FUNDS

- To reserve funds, must use Lender On-Line (LOL), the MHDC online reservation system.
- Funds reserved on individual basis by means of a first-come, first-serve reservation system.
- As soon as confirmation received, loan may close. If using the MCC program, you must submit your application package to MHDC after reservation and before closing.

UTILIZING LENDER ONLINE

- Must have access issued by your administrator.
- MHDC will not provide access to individuals.
- Access the system online at: https://lenderonline.mhdc.com/



STEP 1: SIGN-IN

- Opening screen appears as sign-on field.
- Enter your username and password provided by your Administrator. Remember, it is case sensitive.



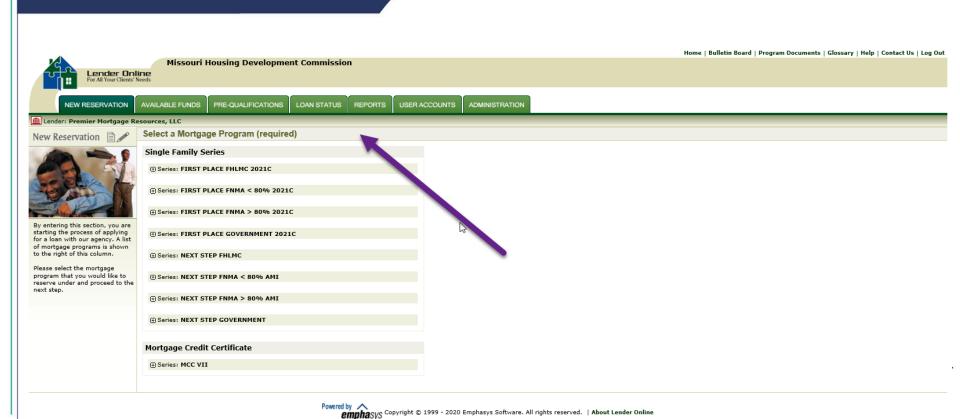


STEP 1: SIGN-IN (CONTINUED)

- Once logged on, the banner screen opens; displays important announcements for lenders (new income limits, new forms, etc.).
- At this screen:
 - New Reservation
 - Availability of Funds
 - Pre-Qualifications
 - Loan Status
 - Reports
- Level of access approved by your administrator will dictate which tabs you may access.

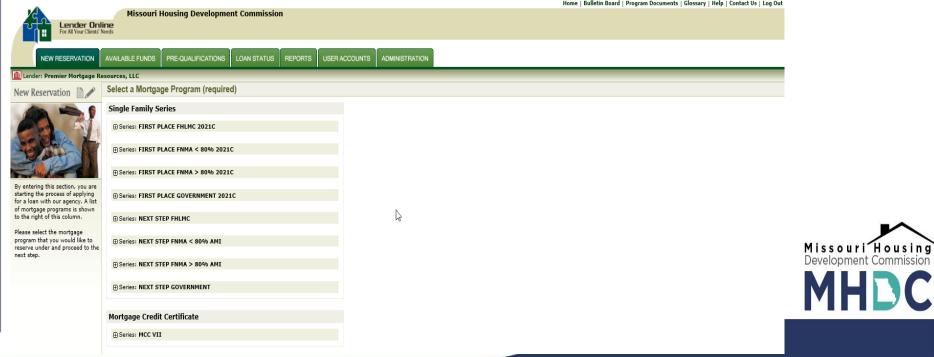


STEP 2: TO ENTER NEW RESERVATION, CLICK ON "NEW RESERVATION" TAB



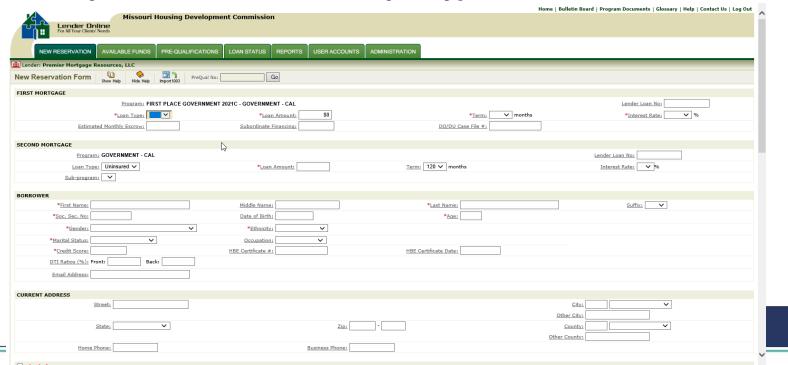
STEP 3: Selecting

- Each bond issue is structured as a separate series; the most current issue will usually be only issue open to new reservations.
- Make certain to select correct program when reserving a loan.



STEP 4: Reservation Screen

- Reservation Screen: enter all loan information; the fields with red asterisks * next to them are required fields. You must also fill in the MSA information.
- For your convenience, all cities and counties have been programmed into the system and will auto-fill as you type the name.

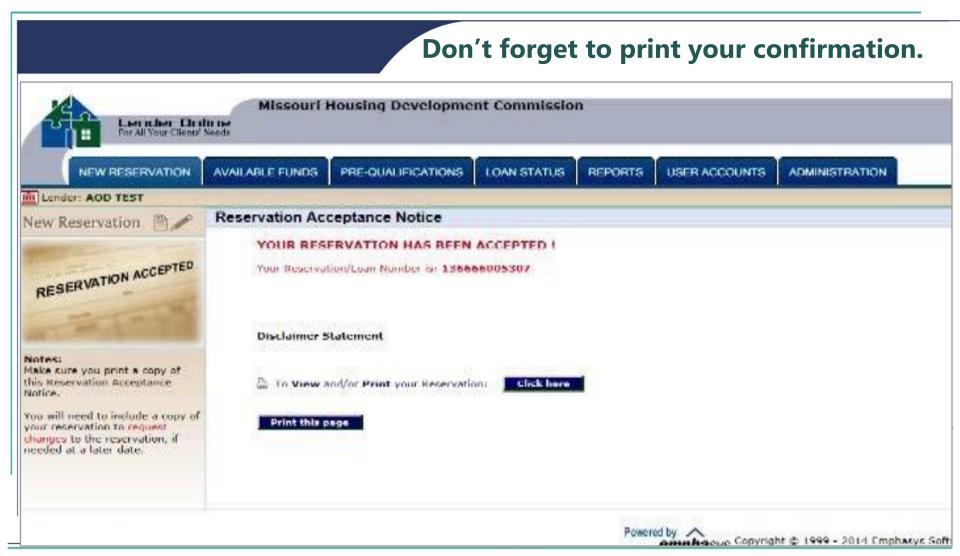




When all information is entered, click the "Submit" button at the bottom of the screen

PROPERTY ADDRESS				
*House No.:	*Street:	Unit No.:		
*City:	▼ * <u>Zip:</u>	-		
*County:	•	MSA: ▼		
*Census Tract: 0.00 Find it!	Block Group:	Community Code:	▼	
* <u>Target/Non-Target</u> : Non-Target	Project: ▼	Builder:	•	
ANNUAL INCOME				
*Borrower Wages: \$0	From Assets: \$0	Other: \$0	Subtotal: \$0	
Non-Applicant Income: \$0			Subtotal: \$0	
			TOTAL: \$0	
HOUSEHOLD				- 1
*Household Size:		*Prior Homeowner: No	-	
No. of Income Recipients:	0	Date Last Occupied:		
No. of Persons 18 or Over:		Net Worth Amount:		
No. of Persons Under 18:				
No. of Dependents:				
No. of Disabled/Handicapped:				
No. of Elderly:				
OFFICERS & CONTACTS			1	
Loan Officer:	•	Loan Processor: ▼		
Other Loan Officer (Last, First, I):	,	Other Loan Processor (Last, First, I):	, L	Missouri Housing Development Commission
Contact Person:	▼	<u>Transcriptor:</u> Davis	s, Rachel R	
Real Estate Company:	•	Real Estate Agent Name:		MHDC
	su	вміт		
				-
Pov	emphasys Copyright © 1999 - 2013 Emphasy	ys Software. All rights reserved. About Lender Online		

If reservation has been accepted, you will see "reservation accepted." It also assigns a reservation number and the expiration date of the reservation.



REMEMBER...

- Cancel your own reservations in LOL. This would be if property changes or if Borrower simply does not wish to proceed.
- Modify/extend your reservation by emailing any staff member in the homeownership department.
- Documents are only accessible through LOL.
- Files containing forms not generated from the LOL will be rejected.

 Files containing forms not generated from the LOL will be rejected.

 Files containing forms not generated from the LOL will be rejected.

RESERVATIONS OF FUNDS

- Reservation Expiration Dates:
 - 45 days for existing homes.
 - 45 days for new construction.
 - Prior to last closing date for the bond issue.
- MHDC must receive loan package <u>prior</u> to expiration date.
- If lender cannot complete the closing and submission to MHDC within this period, an extension will be required.

RESERVATIONS OF FUNDS

- If reservation expires and MHDC has not received request for extension, the reservation will be automatically cancelled.
- Lenders are required to notify MHDC immediately of any changes.
- Approved reservations may not change property address or be transferred to another participating lender.

VERY IMPORTANT!

- If you make a mistake, find it after you have your reservation confirmation and you cannot correct the mistake from the website, you must contact MHDC for a correction.
- If you reserve the wrong loan product, you need to cancel the reservation and reserve the correct loan product.
- If you reserve wrong type of funds and they are not available when the loan is closed and shipped, we cannot guarantee that we will be able to approve the loan.

CHANGES TO A RESERVATION

- If you need to make a change or update a loan reservation, contact one of the staff members by email describing the change/error, and indicate correction being requested.
- We will attempt to correct the error and notify you by return email if we were successful.
- Your confirmation number will not change.

NOTE: A change of property, going from FHA to Conventional, or switching loan programs will require a HD new reservation.

First Place MRB

CHANGES TO A RESERVATION

- Return to the website in the next few minutes and view "Loan Status."
- This will confirm your reservation has been corrected.
- Print a copy of the screen for a record of the change.
- MHDC cannot email out updated loan reservations.



Next Step TBA

RESERVATION PROCEDURES FOR NEXT STEP PROGRAM

- MHDC will announce interest rates by 9:00 am (CST) every business day, excluding state holidays, and activate the reservation system so that reservations may be made.
- Reservations for the Next Step program can only be reserved from
 9:00am to 5:00 pm (CST) Monday Friday, excluding state holidays.
- Loans may not be canceled to re-reserve for a lower interest rate.
 Loans that are cancelled must wait sixty (60) days before re-reserving.



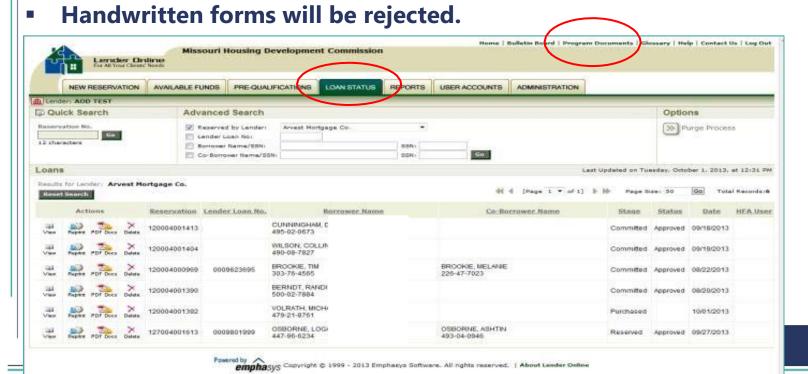
Next Step TBA

RESERVATION EXPIRATION DATES

- If the lender determines that the loan will not be closed and purchased prior to reservation expiration date, it is the responsibility of the lender to request an extension for that loan. Loans not extended prior to reservation expiration may be subject to market-to-market fees.
- There will be two different extension fees:
 - > A 15 day extension at .125% of the loan amount.
 - > A 30 day extension at .25% of the loan amount.
- These fees will be netted out of your loan purchase by the master servicer. MHDC will only allow one extension before the loan closes.

PROGRAM DOCUMENTS ON LENDER ONLINE (LOL)

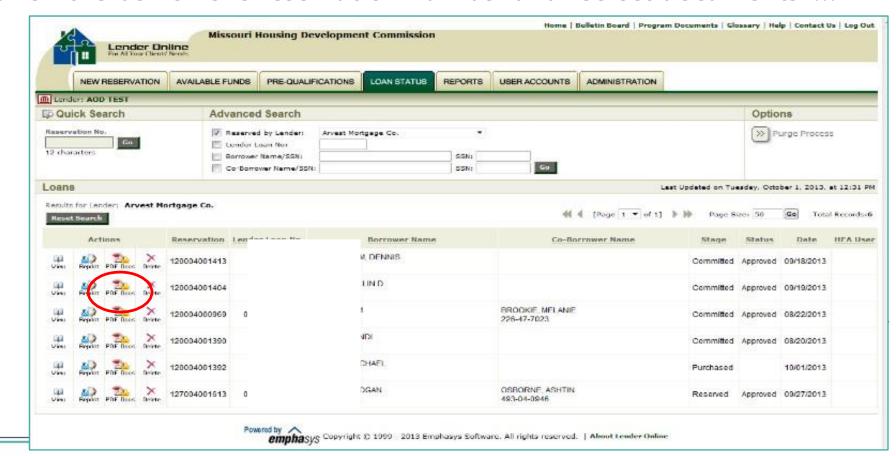
- MHDC documents may be found on LOL and are fillable through Loan Status.
- Select needed documents, and LOL will populate the fields.





AUTO FILLING DOCUMENTS

Click on the borrower's reservation number and "select documents"...



AUTO FILLING DOCUMENTS

Choose the document you wish to be completed and then click on "Generate Documents" button.

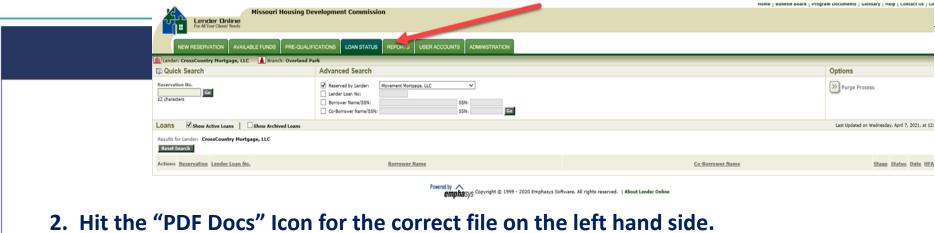
NEW RESERVATION	AVAILABLE FUNDS PRE-QUALIFICATIONS LOAN STATUS REPORTS USER ACCOUNT	ITS ADMINIST
Lender: AOD TEST		
oan Status 💲 ?	Select Documents	
o generate a document with	Reservation/Loan No: 120004001404 - WILSON, COLLIN D	
ne corresponding loan formation, select at least one	Document Name	
ocument from the list and then	Form #594 - Commitment Letter for FHA/CAL Loans	
ick on the "Generate ocuments" button. If you don't	Form #593 - Award Letter for FHA/CAL Loans	
ish to continue click on the Cancel" button.	CAL Docs - 2nd DOT and Note	
ote:	2013 Government Loan Docs	
ou will need Adobe Acrobat	Form #555 - Recapture Tax Notification (NON Targeted)	
eader to view and/or print the ocument(s). The software is	Form #195 - Committment Letter [Commitment Letter]	
ee and may be downloaded	Form #521 - Prior Approval	
	Form #515 - Application Document	
Adobe Reader		

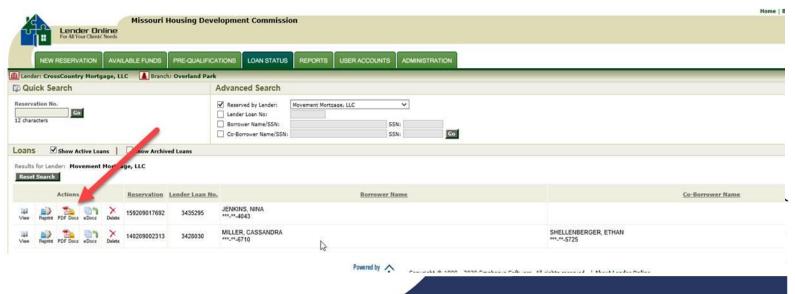


AUTO FILLING DOCUMENTS

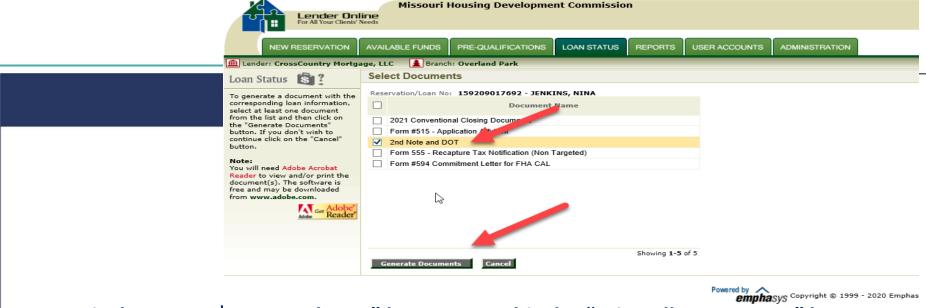
- Remember, this will not complete the entire form. Only the information you entered at the reservation stage will be entered in the appropriate fields.
- You must go through the documents and fill in any blank fields that were not filled in automatically.
- This is also a good time to check to make sure all the data is accurate and make corrections where necessary.

- When having issues getting the 2nd Loan Amount to auto-populate on the 2nd Note and DOT please follow these steps.
- 1. Pull up your file in Loan Status.





3. Select the box in front of "2nd Note and DOT", then Hit the "Generate Documents" tab at the bottom.



4. Hit the PDF 2nd Note and DOT" box. Do not hit the "Print All Documents" button.

Lender On For All Your Clients'	Missouri Housing Development Commission Lender Online For All Your Clients' Needs						
NEW RESERVATION	AVAILABLE FUNDS	PRE-QUALIFICATIONS	LOAN STATUS	REPORTS	USER ACCOUNTS	ADMINISTRATION	
Lender: CrossCountry Mortg	age, LLC 🛕 Branci	h: Overland Park					
Loan Status 💲 ?	Generated Docu	uments					
To print the loan in remaition, click on one of the generated documents or click on the "Print ALL Documents" button. If you don't wish to continue click on the "Cancel" button.	2nd Note and Do	то					
Note: You will need Adobe Acrobat Reader to view and/or print the document(s). The software is free and may be downloaded from www.adobe.com.							
Ger Adobe Reader							
Adobe Reduct	<				>		
	Print ALL Docume	nte					
	Print ALL Docume	iits					

■ 5. Once the document uploads, go down to the 6th page (or page 3 of the Second Deed of Trust). Delete the mortgage loan amount at the bottom of this page and re-type the loan amount in again. This will auto-populate all the fields needed on the form.

- 2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, times, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any.
- 3. Lien Subordinate to First Security Instrument. Lender and Borrower acknowledge that this Security Instrument is subject to a recorded Deed of Trust which is a first mortgage lien on the Property, dated ________, executed by Grantor in favor of

Movement Mortgage, LLC

as Beneficiary, securing a promissory note in the amount of \$\frac{199,820.00}{\text{Note}}, (which Deed of Trust and Promissory Note secured thereby are hereinafter collectively called the "First Mortgage"



MHDC FORMS

- 500 SERIES = FIRST PLACE
- 700 SERIES = NEXT STEP
- 300 SERIES = MCC

ALL MHDC FORMS CAN BE SIGNED ELECTRONICALLY
UNLESS REQUIRING A NOTARY
Missouri Housing

FORMS TO BE SIGNED AT APPLICATION:

- Application Affidavit Form 515 MRB / Form 715 Next Step / Form 315 MCC.
- This document will have to be signed at loan application for all loans.
- If a spouse is not going to be on the loan but will be living in the home, they will have to sign the new Form 516 stating that they have had no ownership interest in a primary residence within the last 3 years.
 Missouri Housing
 Development Commission

COMMON FORMS USED BY MHDC

- Form 505 File Submission Guide/Checklist
- Form 520 Lender's Certificate
- Form 525 Seller's Affidavit
- Form 535 Mortgagor's Affidavit
- Form 560 Notice to Mortgagors
- Form 570 Addendum to Note
- From 575 Co-Signors Affidavit
- Form 580 Tax-Exempt Financing Rider



FORM 505 FILE SUBMISSION GUIDE & CHECKLIST

- Make sure your submitted file is in this order.
- Not all documents will be required depending on the file circumstances.
- Only send what is necessary, nothing more.



Missouri Housing Development Commission

Form #505

First Place Program - File Submission Check Sheet

LENDER (CERTIFICATION:
☐ Form #	505 – Lender Check Sheet
Form #	520 – Lender Certification
APPLICAT	ION DOCUMENTS:
☐ Form #	515 - Borrower's Application Affidavit
	Form #516* – Certification of Non Ownership Interest If applicable. To be signed by non borrowing spouse that will live in the home.
☐ Typed 1	final loan application – signed by borrower(s)
	Form #521* - Prior Approval If applicable. Sign copy of the #521 that was granted approval by MHDC certifying the information previously submitted has not changed. All requests must be submitted prior to closing.
INCOME D	OCUMENTATION:
	590 – Income Calculation Worksheet
	ition of Employment
	Signed VOE/All required info for Alt Doc Must include all docs required for the alternative documentation method: 30 days paystubs that reflect YTD totals, their start date, and the previous year's W2 for that job. OR, A signed third party VOE from the employer.
	Social Security, Pension Benefits (award letter, 1099, etc.)
	Child Support documentation (divorce decree, court order, etc.)
	12-Month breakdown on overtime, commission, bonus, part-time employment, etc.
□ F	orm #522* - Certification of Zero Income, signed If applicable. Execute for spouses not working.
□ Fe	orm #523" – Certification of Zero Income for Children, signed If applicable. Execute when no support is received for a child residing in the home.
SALES CO	NTRACT & AFFIDAVITS
☐ Sales C	ontract with all addendums
☐ Warran	ty Deed
☐ Form #	525 - Seller's Affidavit (Names must match W/D)
□ F	orm #530* - Certification of Cost If applicable. In lieu of #525 when the borrower is building on their own land.
Form #	535 - Mortgagor's Affidavit
□ Fo	orm #550-1 & 550-2* — MHDC Waiver of Marital Rights Affidavits If applicable. For separated individuals who will not both reside in the residence.
□ Form #	560 - Notice to Mortgagors (FHA, VA, USDA RD, loans only)
NOTE & R	ECORDED FORMS
_	d First Mortgage Note
E	xecuted Second Mortgage Note (copy only, for CAL loans only)
The state of the s	570 – Addendum to Note
□F	orm #575* — Co-Signor Affidavit If applicable. For non-occupying co-borrowers.
Form #	580 – Tax-Exempt Financing Rider (non-borrowing spouse <u>must</u> sign) (Record with D/T)
☐ Form #	555 - Notice of Potential Recapture Tax
	INT CTATEMENTS
CETTI EME	
SETTLEME	sing Disclosure Statement, signed by mortgagor(s) (Both Borrower & Seller's sides)

If applicable. Certifies their former home was a mobile home and not real property



Revised: August 2020

☐ Form #585* - Mobile Home Certification

FORM 520 LENDER'S CERTIFICATE

- Make sure ALL information is filled out on Page 1.
- Make sure you Sign and Date Page 2.



	Missouri Housing Developmen Lender's Certificate	
LENDER CONTACT INFORMAT Lender Name:	File Contact-For Appro	oval & Defi. Notices:
RESERVATION DATA: MHD	C Reservation #:	Reservation Date:
Borrower's Name: Co Borrower's Name: Property Address: Zip Code:	County:	SS#:
APPLICATION DATA:		Application Date: Loan Officer: NMLS#:
		Census Tract #: Year Built: Bedroom #: SQ FT: Flood Zone Letter:
Total # in Household: (Adults Children) Spouse residing in home NOT on loan:	Borrower: Age: Sex: Male Female Ethnicity: Marital Status: Occupation:	Co-Borrower: Age: Sex: Male Female Ethnicity: Martal Status: Occupation:
INCOME DATA:		Co-Borrower Income:
	Total Household Income: \$	0.00 (Maximum Limit: \$)
Contract & AFFIDAY	Buyer's Realtor: License #: Realty Agency: \$0.00 Appraised Value:	
NOTE & RECORDED FORMS: Loan Type: FHA VA RD Interest Rate: Loan Amount: \$ 4% Cash Assistance: \$	CONV First Payment Date: Last Payment Date: Monthly Payment/P&I: \$	Closing Date: Co-Signor Name (if applicable):
MHDC USE ONLY: Borrower's I	PITI: \$ NOTES	:
Revised: December 2018	Page 1 of 2	

Lender's Certificate

I, the undersigned authorized officer of the Lender named below (the "Lender") do hereby certify, represent and warrant to Missouri Housing Development Commission (the "Commission") and UMB Bank (the "Irustee") as Trustee, that

- The location of the property financed with the Home Mortgage (the "Residence") is entirely
 within the boundaries of the State of Missouri.
- A qualified employee or agent of the Lender, as agent for the Commission, by personal inspection verified that the property consists of no more than two-family dwelling, the construction of which is sufficiently complete that occupancy is permitted under local law.
- A qualified employee of the Lender, as agent for the Commission, has confirmed that the Mortgagor(s) understand the meaning and significance of the introductory paragraph of the Mortgagor's Affidavit attached hereto as Form #535. The affidavit was signed on the date of execution of the Mortgage.
- 4. Attached hereto as <u>Exhibit B</u> are copies of the sales contract and all escrow and settlement papers relating to the property and the Mortgage Loan. The contract price set forth above (a) includes the land (unless the land has been owned by the Mortgagor for at least two years prior to the date on which construction of the residence began), dwelling and all fixtures and (b) is within the limit required by the Agreement.
- 5. The settlement costs (title and transfer costs, title insurance, or similar costs) and financing costs (credit reference fees, legal fees, appraisal expenses, the application fee, points which are paid by the buyer or other costs of financing the residence) associated with the purchase of the property, paid by or on behalf of the Mortgagor do not exceed the usual and reasonable costs in the area which would be paid by a buyer where financing is not provided through tax-exempt bonds. No fees other than those set forth in the escrow and settlement papers were paid or collected.
- A qualified employee or agent of the Lender independently investigated the representations contained in the Mortgagor's Affidavit and the Seller's Affidavit, and has no reason to believe that they are not true and correct.
- 7. A qualified employee of the Lender, as agent for the Commission, has reviewed the credit reports with respect to the Mortgagor from all three national credit bureaus and verified that no credit report includes any indication that the Mortgagor incurred indebtedness to finance a principal residence during the three-year period prior to the execution of the Mortgage, unless the Mortgagor is a Qualified Veteran or the principal residence is located in a targeted area qualified census tract.
- 8. In the event that the Lender has been unable to satisfy itself as to the truth of the statements made by the Mortgagor in paragraph 16 of the Mortgagor's Affidavit from other documentation mentioned therein and herein, a qualified employee of the Lender has examined the tax, assessment or deed records of (a) county and (b) the Mortgagor's last county of residence if different from the above, for the purpose of determining whether any property owned by the Mortgagor in either of said counties during the three-year period prior to execution of the Mortgago was used as the principal residence of the mortgagor. If such examinations revealed any such ownership, attached hereto as <u>Exhibit D</u> is evidence such as rent receipts or property tax records demonstrating that such property was (i) rented out by the Mortgagor or (ii) unimproved.
- A qualified employee or agent of the Lender, as agent for the Commission, verified that the
 total projected twelve-month household income is not in excess of the applicable maximum
 income limit and the amount of income used for credit underwriting is not more
 than the projected income for MHDC purposes.
- A qualified employee or agent of the Lender, as agent for the Commission, verified that the property being financed is not located within a 100-year flood plain.
- [Complete if developer of residence is other than the Seller.] The name and address of the developer of the residence is:

This is to certify that the above Lender's Certificate complies with all applicable representations, warranties and covenants specified in the Origination. Servicing and Administration Agreement (Revised July, 2013), as amended and supplemented from time to time, by and among the Lender, the Missouri Housing Development Commission and the Trustee.

Dated:	Lender:
	By (authorized signature):
	Typed Name and Title:

Revised: December 2018

Page 2 of 2

FORM 525 SELLER'S AFFIDAVIT

- Make sure ALL information is filled out on Page 1.
- Make sure you Sign and Date Page 2.
- Names should match the Warranty Deed.
- If HUD is selling property, a signature is still required.
- Use this verbiage at the bottom of page 2:

"Subject property was acquired through foreclosure proceedings. All of the land being sold with the residence, reasonably maintains the basic livability of the residence, and we have no knowledge that it does not and will not provide, other than incidentally, a source of income to the purchaser."



OPPOS	#525	
91111	#323	

					The property i	is new; it has nev	er been occupied.	
					The property	was foreclosed on		
Seller's Affidavit	Form #525	e a a	hereby authorize ither of them) to co scertain the truth a gree to provide suc he Lender (or either	onduct and cor ch info	such investigater rectness of the rmation as the	tion as they (or a statements mad Missouri Housing	ny of them) deem e in this affidavit, Development Co	necessary t and I hereb
(name of sellers), being duly sworn, deposes and says:		h	have no reason to ave been informed					
I am selling a residence located at: Street: Clity of: County of: State of: MISSOURI Zip Code: to (name of buyers):		I	ne or both. hereby certify and he best of my know					ng statement
Financing for the acquisition of such residence is being	provided by	Seller			Sel	ler		
(the "Lender") from proceeds of qualified mortgage bonds issued by the N Development Commission (the "Commission").	•	STATE C)F)			
Such residence is a one-family residence and, if the residence is a ne residence which has never been occupied by anyone prior to the purcha- construction of the residence is complete or will be complete at execution of If the residence I am selling is a single-family two unit property, I or residence is at least five years old.	ser thereof, the of the Mortgage.	COUNTY	OF)	•		
All of the land being sold with the residence reasonably maintains the basic residence and to the best of my knowledge does not and will not proincidentally a source of income to the purchaser.		S	Sworn to before me,	this _	of		, 20	

Check one:

My Commission expires:

seller's knowledge, any other person by the purchasers or by any other person in connection with the purchase of the property except as indicated in the escrow and settlement documents.

1.

2.

3.

4.

Revised: April 2011 Page 1 of 2

residence in order to reduce the purchase price.

the fair market value of such items.

The purchase price for the residence, including the land (unless the purchaser owned the

land for at least two years prior to the date on which construction of the residence began, in which case the cost of the land may be excluded) and any improvements purchased in connection therewith, including any attached items such as carpeting, curtain rods and light fixtures, exclusive of any settlement or financing costs or any amount paid for property which is not real property or a fixture, is \$\frac{1}{2}\$ the residence is not purchasing any unattached items from me in connection with the purchase of the residence, except as stated below:

List each item of unattached

personal property and the purchase price therefore:

The purchase price for the unattached personal property described above does not exceed

Apart from any normal real estate agents' commissions, no money is being paid, no promissory note being delivered, nor anything else of value (including without limitation personal property) being exchanged for or transferred, to the seller or, to the best of the

7. I have not entered into any agreement with the purchaser of the residence (or a party related to the purchaser or any party for the purchaser's benefit) pursuant to which the purchaser has agreed to pay consideration, in cash or in kind, in excess of the purchase price of the residence or pursuant to which any portion of the residence has been left unfinished or other architectural appointments have been omitted or removed from the

Revised: April 2011

Page 2 of 2

The property has been previously occupied.

Notary Public

FORM 535 MORTGAGOR'S AFFIDAVIT

- Verifies address, buyers name, sellers name, lender, sales price, etc.
- Must be executed by all persons having an ownership interest in property.
- This form is signed by the borrower at the time of closing. By signing, the borrower states that all representations made at application are true, that the income verified is accurate, and who will occupy the property being purchased.
 Missouri House Development Commit Com

Form #535 Page 2 of 4

Form #535 Page 1 of 4

Mortgagor's Affidavit

(Purchase)

THE UNDERSIGNED UNDERSTAND(S) THAT FALSIFICATION OF THIS AFFIDAVIT IN ANY WAY MAY RESULT IN ALL AMOUNTS UNDER THE MORTGAGE NOTE BEING IMMEDIATELY DUE AND PAYABLE. THE UNDERSIGNED IS AWARE THAT ALL FACTS RECITED IN THIS AFFIDAVIT WILL BE INDEPENDENTLY VERIFIED AND THAT INTENTIONAL FALSIFICATION OF THIS AFFIDAVIT MAY SUBJECT THE UNDERSIGNED TO CRIMINAL PROSECUTION.

being duly sworn, denoses and says:

Street:			
City of:			
County of:			
State of:	MISSOURI	Zip Code:	
from (Nam	e of Seller(s)):		

- 2. I understand that moneys for the purchase of such residence are being provided by (the Lender") from proceeds of qualified mortgage bonds issued by the Missouri Houging Development Commission (the "Commission"). As a Mortgagor, I may receive benefits from this financing such as a savings in mortgage loan interest costs. As a result, pursuant to Section 143(m) of the Internal Revenue Code of 1986, as amended (the "Code"), I may, at the time of resale by me of the residence financed by the mortgage, be subject to a special "recapture tax" for federal income tax purposes.
- Such residence is a one-family residence or a newly constructed one-family residence the construction of which is complete or will be complete at execution of the Mortgage, or both units of a two-family residence.
- I intend to occupy such residence as my principal residence within 60 days after the financing described in paragraph 2 is provided. If a two-family residence, I intend to occupy one unit as my principal residence within 60 days.
- 5. I will occupy the residence as my principal residence so long as the mortgage loan providing the financing is outstanding unless assumed by a purchaser approved by the Commission. If I have a conventional loan, my loan may not be assumed and I will occupy the residence so loan as my mortgage loan remains outstanding.
- 6. All of the land being purchased with the residence, if any is being purchased, or on which the residence is located, reasonably maintains the basic livability of the residence and does not and will not provide, other than incidentally, a source of income to me. The land being purchased will not be used for agricultural production, and consists of less than 10 acres, if rural, or is consistent with other homes in the neighborhood, if urban, e. g. not a double lot, etc.
- I will not use the residence primarily in a trade or business nor use more than 15% of the
 total area thereof in a trade or business and will not deduct any portion of the cost of the
 residence as a home business expense on my state or federal income tax return(s).
- I will not rent the residence or use the residence as an investment property or as a recreational or "second" home, except in such cases where both units of a two family residence are being purchased.
- 9. The residence is located within the State of Missouri.

Revised: December 2018

CHECK ONE:

10.

The residence is located in a Targeted Area.

The residence is not located in a Targeted Area. Neither I nor any other mortgagor with respect to the financing of such residence have had a present ownership interest in a principal residence (which includes a unit in a condominium or cooperative building, and factory-made housing, such as a manufactured house, mobile home or house trailer, that is permanently affixed to real property) at any time during the three year period prior to the date hereof, other than the residence with respect to which such financing is being provided, unless I am a "Qualified Veteran". A "Qualified Veteran" is any veteran who served on active duty, and applied for financing within 25 years after the date on which the veteran left active

<u>Present ownership interest means:</u> (I) a fee simple interest; (ii) a joint tenancy, a tenancy in common, or tenancy by the entirety; (iii) the interest of a tenant-shareholder in a cooperative; (iv) a life estate; (v) a land contract (i.e., a contract pursuant to which possession and the benefits and burdens of ownership are transferred until sometime later); and (vi) an interest held in trust for me (whether or not created by me) that would constitute a present ownership interest if held directly by myself.

<u>Present ownership interest excludes:</u> (I) a remainder interest; (ii) a lease with or without an option to purchase; (iii) a mere expectancy to inherit an interest in a principal residence; (iv) the interest that a purchaser of a residence acquires on the execution of a purchase contract; and (v) an interest in other than a principal residence during the previous three (3) years.

- I have not (nor has a related party or any party for my benefit) entered into any agreement with the seller of the residence, any developer, contractor, or any other person pursuant to which I have agreed to pay consideration, either in cash or in kind, in excess of the purchase price of such residence (other than rentals in an amount not to exceed the fair rental value of the residence as determined by the Commission, pursuant to a temporary rental agreement with the seller pending purchase by the Trustee on behalf of the Commission of the mortgage loan) or pursuant to which any portion of the residence has been left unfinished or any fixtures or other architectural appointments have been omitted or removed from the residence in order to reduce the purchase price.
- 12. I have not been a party to a deed of trust, conditional sales contract, pledge, agreement to hold title in escrow, or any other form of owner-financing (whether or not paid off) on the residence at any time prior to the execution of the mortgage.
- I will not use any portion of the proceeds of the mortgage loan to acquire or replace an existing mortgage or deed of trust under which I am obligated.
- 14. The purchase price for the residence as a completed residence, including the land (unless the land has been owned by the undersigned for at least two years prior to the date on which construction of the residence has begun, in which case the cost of the land may be excluded) and any improvements purchased in connection therewith, including any attached items such as carpeting, curtain rods and light fixtures, exclusive of any settlement or financing costs or any amount paid for property which is not real property or a fixture, is \$\frac{1}{2}\$. I am not purchasing any unattached items from the seller in connection with the purchase of the residence, except as stated below.

List each item of unattached personal property and the purchase price therefore:

The purchase price for the unattached personal property stated above does not exceed the fair market value of such property.

15. Apart from any normal real estate agents' commission, no money is being paid, no promissory note being delivered, nor anything else of value being exchanged for or transferred to the seller or any other person by the undersigned or, to the undersigned's knowledge, by any other person in connection with the purchase of the property except as indicated in the escrow and settlement documents or in the Seller's Affidavit or Lender's Certificate.

Form #535 Page 3 of 4

I hav	ve not been lawfully entitled to claim any deductions for federal income to	ax purpo
for ta	axes or interest on indebtedness with respect to real property constituting dence for any portion of the three-year period prior to the date of execution	my princ
CHE	CK ONE:	
	The property has been previously occupied.	
	The property is new; it has never been occupied. Although the resipurchasing is a "new residence" (i.e., a residence which has <u>not</u> beer occupied), I understand that my mortgage is assumable <u>only</u> if (1) I he VA or Rural Development loan; (2) the buyer of my home meets an conditions required by HUD; and (3) I sell the residence at a price of greater than the "maximum purchase price limit" established by the Cothe time of resale for an "existing residence" (i.e., a residence which previously occupied). I understand that the current "maximum purchase for an "existing residence" in the area in which the residence I am procedule is \$	n previo ave an f ny qualif- which is mmissio ch <u>has</u> b e price li
	e understand that the Maximum Income limit is \$ and that reschold income does not exceed this amount.	my/our t
Note:	 Do <u>not</u> include persons who co-sign a mortgage loan, provided such persons are not acque ownership interest in the property securing the mortgage loan. 	uiring a pr
My/O	Our total household income does not exceed the Maximum Family In-	come fo
	sehold of person(s), which includes the following persons in the property as their principal residence:	
	sehold of person(s), which includes the following persons i	
	sehold of person(s), which includes the following persons i py the property as their principal residence:	
	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship	
	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship	
	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship	
	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship	
occur	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship Borrower Co-Borrower	intendin
occup (Pleas	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship	intendin
occup (Pleas	sehold of person(s), which includes the following persons in property as their principal residence: Name of all Occupant(s) Relationship Borrower Co-Borrower	intendin
(Pleas	sehold of person(s), which includes the following persons in property as their principal residence: Name of all Occupant(s) Relationship Borrower Co-Borrower	intending mortgago
(Pleas	sehold of person(s), which includes the following persons in the property as their principal residence: Name of all Occupant(s) Relationship Borrower Co-Borrower See list all persons expecting to reside in the property as their principal residence who are all to the mortgagor(s) by birth, marriage or adoption.)	mortgago
(Pleas	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship Borrower Co-Borrower Co-Borrower	mortgago
(Pleas	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship Borrower Co-Borrower Co-Borrower	mortgago
(Pleas	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship Borrower Co-Borrower Co-Borrower	mortgago
(Pleas	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship Borrower Co-Borrower Co-Borrower	mortgago
(Pleas	sehold of person(s), which includes the following persons in py the property as their principal residence: Name of all Occupant(s) Relationship Borrower Co-Borrower Co-Borrower	mortgago

Form #535 Page 4 of 4

- I have read the note and the mortgage, including the amendment thereto, and understand that:
 - (A) the loan is being provided under a program financed with the proceeds of bonds issued by the Missouri Housing Development Commission, the terms of the loan are available only if interest on the bonds is exempt from federal income tax, and that the federal tax-exempt status of the interest on the bonds may be adversely affected if the statements made in this affidavit and other affidavits and certificates given in connection with the making of the loan are untrue,
 - any transfer of title to or possession of such residence or any portion thereof may result in the entire unpaid balance of the mortgage loan becoming immediately due and payable,
 - any assumption of the mortgage which secures the mortgage loan may result in the entire unpaid balance of the mortgage loan becoming immediately due and payable, and
 - (D) any untrue or incorrect statement in this affidavit may result in the entire unpaid balance of such mortgage loan becoming immediately due and payable.
- 21. I hereby authorize the Commission and the Lender (or either of them) to conduct such investigation as they (or any of them) deem necessary to ascertain the truth and correctness of the statements made in this affidavit, and I hereby agree to provide such information as the Commission and the Lender (or either of them) shall reasonably request for such purpose.
- 22. I have no reason to believe that any certification contained in this affidavit is false and I have been informed and understand that perjury is punishable by imprisonment for a period of years or a fine or both.

I hereby certify and declare, under penalty of perjury, that all of the foregoing statements are. to the best of my knowledge and belief, true, correct and complete.

	Mortgagor
	Mortgagor
STATE OF)) ss
COUNTY OF)
Sworn to before me, this	day of, 20
	Notary
My Commission Expires:	

FORM 560 NOTICE TO MORTGAGORS

- Used only with FHA, VA, RD loans.
- Explains restrictions on re-sale of property, renting property, etc. as they pertain to Government insured loans.
- Not recorded with Deed of Trust.



Notice to Mortgagors

(For FHA, VA and FmHA Loans)

Your home purchase is being financed with a mortgage made available with the assistance of the Missouri Housing Development Commission (the "Commission"). This mortgage is made at an interest rate below what is usually being charged. Because of this, your mortgage provides that you cannot sell your home to a person ineligible for assistance from the Commission, unless you pay your loan in full.

If you have applied for an FHA, VA or rural development loan and you sell your home to a party ineligible for the Commission's assistance, the lender may demand immediate full repayment of the loan. This could result in foreclosure of your mortgage and repossession of the property. In addition, if you rent the property or committed fraud or intentionally misrepresented yourself when you applied for the loan, the lender may foreclose your mortgage and repossess the property. If the lender takes your home through a foreclosure of the mortgage because of these reasons, HUD will not be able to help you.

If the money received from the foreclosure sale is not enough to pay the remaining amount of money you owe on the loan, the lender may obtain a deficiency judgment against you (a court ruling that you must pay whatever money is still owed on the loan after the foreclosure sale). Such judgment will be taken over by HUD if the lender files an insurance claim against HUD because of the foreclosure. HUD may then bring an action against you to collect the judgment.

Your mortgage loan is assumable <u>only</u> if (1) I have an FHA, VA or Rural Development loan; (2) the buyer of my home meets any qualifying conditions required by HUD; and (3) I sell the residence at a price which is not greater than the "maximum purchase price limit" established by the Commission at the time of resale for an "existing residence" (i.e., a residence which <u>has</u> been previously occupied).

If you have applied for a Conventional loan, your loan is not assumable under any circumstances and the loan must be repaid in full upon the sale of the property.

SECTION 150(b)(1) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, PROHIBITS THE DEDUCTION OF INTEREST ON YOUR MORTGAGE BY YOU FOR FEDERAL INCOME TAX PURPOSES IF THERE IS A CONTINUOUS PERIOD OF ONE YEAR OR MORE IN WHICH YOUR HOME IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE OF THE MORTGAGORS WHO RECEIVED THE MORTGAGE FINANCED WITH THE ASSISTANCE OF THE COMMISSION. IN THAT EVENT, NO DEDUCTION WILL BE ALLOWED FOR INTEREST ON YOUR MORTGAGE WHICH ACCRUES ON OR AFTER THE DATE SUCH PERIOD BEGAN.

Date	Mortgagor
Date	Mortgagor



FORM 570 ADDENDUM TO NOTE

- Attach to copy of the executed mortgage note.
- Explains the consequences of transferring property to buyer that does not meet the guidelines of the First Place program.
- Original goes to master servicer.



Addendum to Note

(Must be attached to the First Note.)

The following Addendum is made the ____ day of _____, 20____, and is incorporated into and shall be deemed to amend and supplement the Note, dated of even date herewith, given by the undersigned (herein "Mortgagor").

The Lender may declare all sums secured by this mortgage to be immediately due and payable if:

- (a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) without the Lender's prior written consent by Mortgagor to a purchaser or other transferee:
 - (i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Sections 143© and 143(I)(2) of the Internal Revenue Code; or
 - (ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Sections 143(d) and 143(I)(2) of the Internal Revenue Code; or
 - (iii) at an acquisition cost which is greater than 90 percent of the average area purchase price, all as provided in Sections 143(e) and 143(I)(2) of the Internal Revenue Code;
 - (iv) who has Family Income in excess of the Maximum Family Income established by the Missouri Housing Development Commission under its applicable regulations or program guidelines in effect on the date of the sale or transfer; or
- (b) Mortgagor fails to occupy the property described in the mortgage; or
- (c) Mortgagor omits or misrepresents a material fact in an application for this mortgage or any documents executed in connection with mortgage.

References are to the Internal Revenue Code of 1986, as amended, in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

IN WITNESS WHEREOF, Mortgagor has executed this Addendum.

Mortgagor	
Mortgagor	



FORM 580 TAX-EXEMPT FINANCING RIDER

- This document explains that there is tax-exempt financing involved in the mortgage.
- This document is signed at closing and recorded with the Deed of Trust.
- Even a non borrowing spouse must sign this form along with the deed of trust. They cannot waive their marital rights.

Form #580

Tax-Exempt Financing Rider (Must be attached to the First Deed of Trust)

THIS TAX-EXEMPT FINANCING RIDER is made this _____ day of ______,20___, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

In addition to the covenants and agreements made in the Security Instrument, borrower and lender further covenant and agree as follows:

Lender, or such of its successors or assigns may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All of part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferred.
 - (i) Who cannot reasonably be expected to occupy the Property as a principal residence within a reasonable time after the sale or transfer, all as provided in Sections 143© and (I)(2) of the Internal Revenue Code; or
 - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Sections 143(d) and (I)(2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(l)); or
 - at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (I)(2) of the Internal Revenue Code: or
 - (iv) Who has a gross family income in excess of applicable median family income as provided in Sections 143(f) and (1)(2) of the Internal Revenue Code; or
- (b) Borrower fails to occupy the Property described in the Security Instrument without prior written consent of Lender or its successors or assigns described at the beginning of this Tax-Exempt Financing Rider; or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

Form #580

References are to the 1986 Internal Revenue Code in effect on the date of execution of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

Borrower:			
Co-Borrower:			
Non-Borrowing	Spouse:	(if applicable)	

Revised: March 2020

Page 1 of 2

Revised: March 2020

Page 2 of 2

TOTAL PROJECTED GROSS INCOME

	Borrower Monthly	Co-Borrower	Total Monthly	
	Income	Monthly Income	Income	
Gross Pay			\$0.00	
Overtime			\$0.00	
Part-time Employment			\$0.00	
Commissions			\$0.00	
Bonuses			\$0.00	
Dividends			\$0.00	
Interest			\$0.00	
Royalties			\$0.00	
Pensions			\$0.00	
VA Compensation			\$0.00	
Net Rental Income			\$0.00	
Alimony			\$0.00	
Child Support			\$0.00	
Public Assistance			\$0.00	
Sick Pay			\$0.00	
Social Security Benefits			\$0.00	
Unemployment Comp.			\$0.00	
Income Received-Trusts			\$0.00	
Income-Business Activity			\$0.00	
Investment Income			\$0.00	
			\$0.00	
			\$0.00	
Total Projected Monthly Gross Income:			\$0.00	
			X 12	\$ 0.00
TOTAL PROJECTED ANNU	TOTAL PROJECTED ANNUAL HOUSEHOLD INCOME:			0.00

Do not include persons who co-sign a mortgage loan, provided such persons are not acquiring a present ownership interest in the property securing the mortgage loan. However, the income of a co-signor who will live in the residence to be financed by the mortgage loan must be included.

<u>Please explain how the income was figured and be certain to include the</u> VOE and any other documentation that was used to figure the income calculations.

Form 590: Income Calculation Worksheet

Used to calculate income for occupants of household.

Common Mistakes:

- **Explanation not** given on how income was calculated.
- Worksheet missing from file



Notary



My Commission Expires:

Ι.	_		
1 1	Form	#	523
	OHILL	11	323

CERTIFICATION OF ZERO INCOME FOR CHILDREN

(To be signed by custodial parent only)

	Borrower's Name:	
	Property Address:	
I,any of the following sources:	hereby certify that I do not receive income fr	on
1. Child Support (whether ordered or a 2. Social Security payments; 3. Disability payments; 4. Public assistance payments; 5. Any other source not named above.		
For the following child(ren):		
		-
		-
Under penalty of perjury, I certify th	d in my income during the next 12 months. at the information in this certification is true and the degree of the second	
Signature of Custodial Parent	Date	
State of) ss		
County of) ss		
Sworn to before me, thisday of _	, 20	
	Notary	-
My Commission Expires:		



FORM 575 CO-SIGNORS AFFIDAVIT

- Co-Signers cannot take title.
- No co-signer information is required or considered.
- Anyone taking title or occupying the property will be considered a co-borrower, and must meet all MHDC qualifications.
- "Co-Signer" must be typed beneath the signature line on the note & addendum to note.
- Co-Signer Affidavit must be signed.

Form #575

Co-Signor Affidavit

	secured by a Deed of Tr	rust for the home loan of
, the mortgagor(s), on prope	erty legally described as:	
I have executed the Note security and I have no other financial		
Further, I hereby certify that property at any time.	t I will not occupy the F	Residence of the subject
	Co-signor	
	Co-signor	
STATE OF)) SS	
COUNTY OF		20
Sworn to before me this	day of	,20
	day of	



Form	#550-1
FULLI	# 220-1

BORROWER

MISSOURI HOUSING DEVELOPMENT COMMISSION QUALIFIED MORTGAGE REVENUE BOND WAIVER OF MARITAL RIGHTS SUPPLEMENTAL AFFIDAVIT

[Note: This affidavit may not be used if husband and wife reside or intend to reside together in the residence being assisted with the MRB. In such cases, both husband and wife must execute all MRB-CAP documents and meet all MRB-CAP eligibility rules.]

STATE OF			
COUNTY OF)			
I, the undersigned, being first duly sworn, state that I have applied for a loan to be funded by a Mortgage Revenue Bond issued by the Missouri Housing Development Commission through			
[name of Lender] in			
connection with my acquisition of a principal residence located at:			
Street:			
City: State: MISSOURI Zip:			
As of the date of this affidavit, I am lawfully married to			
(Signature of Borrower) (Typed Name of Borrower)			
Sworn to before me, this day of, 20			
My Commission Expires: (Notary)			

Form #550-1 page 1

This form is used in cases where the borrower and spouse have separated but are still married and do not intend to reside together.

Borrower signs this form.



SPOUSE

STATE OF

Form #550-2

MISSOURI HOUSING DEVELOPMENT COMMISSION QUALIFIED MORTGAGE REVENUE BOND WAIVER OF MARITAL RIGHTS SUPPLEMENTAL AFFIDAVIT

[Note: This affidavit may not be used if husband and wife reside or intend to reside together in the residence being assisted with the MRB. In such cases, both husband and wife must execute all MRB-CAP documents and meet all MRB-CAP eligibility rules.]

COUNTY OF	3
I, the undersigned, being first duly	y sworn, state that, as of the date of this affidavit, I am
	[name of spouse].
I understand that	[name of spouse] has applied
	evenue Bond issued by the Missouri Housing Development
Commission through	name of lender] İN
connection with his/her acquisition of a p	orincipal residence located at:
Street:	
City: Sta	ate: MISSOURI Zip:
I hereby certify that I have exe	ecuted a Waiver of Marital Rights with respect to said
residence and that I will not reside in sa	aid residence and do not <u>now</u> reside in the same place as
	[name of spouse].
	Signature of Spouse
Typed Name:	
Current Address:	
Phone Number:	(
Sworn to before me, this	day of, 20
My Commission Expires:	(Notary)

Form #550-2 page 2

This form is used in cases where the borrower and spouse have separated and do not intend to reside together.

Non-occupying spouse signs this form.



Form #593



920 Main Street, Suite 1400 Kansas City, MO 64105 Phone – 816-759-6600 Fax – 816-759-6803 www.mhdc.com

DATE			
LEND	ER:		
ADDR	RESS:		
CITY,	STATE ZIP		
Re:	Missouri Cash Assistance Loan (CAL		ble Obligation Letter 3-14 and HUD Handbook 4155.1 5.B.5. a
	Borrower(s):		
	Property Address:		
	City:	State: Missouri	Zip Code:
	DPA Amount: \$ 0.00		
	First Mortgage Loan Amount:		
	First Mortgage Loan #		
recogi Admin with th	e be advised that Missouri Housing Devonized by the U.S. Department of Housing nistration (FHA), is providing down paymen re First Mortgage Loan originated through assistance are provided below:	and Urban Development/closing cost assistance	ent (HUD) and the Federal Housin e, which is to be used in conjunctio
	 No interest will be charged. Repayment is deferred. The MHDC's CAL is forgiven at 	fter ten years.	
Borrov	wer Signature	Date	
Co-Bo	orrower Signature	Date	
Will	Hirl		



Christopher Hendrickson Homeownership Manager

Form #594



FHA DPA Commitment Form For Use only with FHA First Mortgage Loan Commitments

The Missouri Housing Development Commission (MHDC) hereby agrees to provide its own funds for the downpayment assistance (DPA) loan as stated below in connection with the associated first mortgage and has a legally enforceable obligation to provide those DPA funds.

Lender must print and complete this form and place it with MHDC Form 593 (MHDC Gift Letter) on the right side of the endorsement binder with Asset Verification documentation needed to close.

Commitment Date	Est Closing Date	MHDC Loan Number
Lender Name		
Lender Name		
First Place CAL Progra	ım	
DPA Program		DPA Loan Amount
Borrower Name		Co-Borrower Name
Property Address		City

Christopher Hendrickson Homeownership Manager



Form # 355 Page 1 of 3

Mortgage Credit Certificate Program Missouri Housing Development Commission

Non-Targeted Properties

Notice to Mortgagor of Information Regarding Potential Recapture Tax

Because you are receiving a Mortgage Credit Certificate with your mortgage loan, you are receiving the benefit of a credit against your federal income taxes. If you sell or otherwise dispose of your home during the next nine years, this benefit may be recaptured.

The recapture is accomplished by an increase in your federal income tax for the year in which you sell your home. The recapture only applies, however, if you sell your home at a gain and if your income increases above specified levels.

You may wish to consult a tax advisor or the local office of the Internal Revenue Service at the time you sell your home to determine the amount, if any, of the recapture tax. Along with this notice, you are being given additional information that will be needed to calculate the recapture tax.

Notice to Mortgagor of Maximum Recapture Tax and of Method to Compute Recapture Tax on Sale of Home

- A. Introduction
 - 1. General. When you sell your home you may have to pay a recapture tax as calculated below. The recapture tax may also apply if you dispose of your home in some other way. Any references in this notice to the "sale" of your home also includes other ways of disposing of your home. For instance, you may owe the recapture tax if you give your home to a relative.
 - Exceptions. In the following situations, no recapture tax is due and you do not need to do the calculations:
 - (a) You dispose of your home later than nine years after you close your mortgage loan;
 - (b) Your home is disposed of as a result of your death;
 - (c) You transfer your home either to your spouse or to your former spouse incident to be divorce and you have no gain or loss included in your income under section 1041 of the Internal Revenue Code; or
 - (d) You dispose of your home at a loss.
- B. Maximum Recapture Tax. The Maximum Recapture Tax that you may be required to pay as an addition to your federal income tax is \$0.00 . This amount is 6.25% of the highest principal amount of your mortgage loan and is your federally subsidized amount with respect to the loan.
- C. Actual Recapture Tax. The actual recapture tax, if any, can only be determined when you sell your home, and is the lesser of (1) 50% of your gain on the sale of your home, regardless of whether you have to include that gain in your income for federal income tax purposes, or (2) your recapture amount determined by multiplying the following three numbers:
 - (i) \$0.00 (the Maximum Recapture Tax, as described in paragraph B above).
 - (ii) The Holding Period Percentage, as listed in Column 1 in the Table below, and
 - (iii) The Income Percentage, as described in paragraph D below.
- D. Income Percentage. You calculate the income percentage as follows:
 - (i) Subtract the applicable adjusted qualifying income in the taxable year in which you sell your home, as listed in Column 2 in the Table, from your modified adjusted gross income in the taxable year in which you sell your home.

Your modified adjusted gross income means your adjusted gross income shown on your federal income tax return for the taxable year in which you sell your home, with the following two adjustments: (a) your adjusted gross income must be increased by the amount of any interest that you receive or accrue in the taxable year from tax-exempt bonds that is excluded from your gross income (under section 103 of the Internal Revenue Code); and (b) your adjusted gross income must be decreased by the amount of any gain included in your gross income by reason of the sale of your home.

(ii) If the amount calculated in (i) above is zero or less, you owe no recapture tax and do not need to make any more calculations. If it is \$5,000 or more, your income percentage is 100%. If it is greater than zero but less than \$5,000, it must be divided by \$5,000. This fraction, expressed as a percentage, represents your income percentage. For example, if the fraction is \$1,000/\$5,000, your income percentage is 20%.



E. Limitations and Special Rules on Recapture Tax. If you give away your home (other than to your spouse or ex-spouse incident to divorce), you must determine your actual recapture tax as if you had sold your home for its fair market value. 2. If your home is destroyed by fire, storm, flood, or other casualty, there generally is no recapture tax if, within two years, you purchase additional property for use as your principal residence on the site of the home financed with your original subsidized mortgage loan. 3. In general, except as provided in future regulations, if two or more persons own a home and are jointly liable for the subsidized mortgage loan, the actual recapture tax is determined separately for them based on their interests in the home. 4. If you repay your loan in full during the nine year recapture period and you sell your home during this period, your holding period percentage may be reduced under the special rule in section 143(m)(4)(C)(ii) of the Internal Revenue Code. 5. Other special rules may apply in particular circumstances. You may wish to consult with a tax advisor or the local office of the Internal Revenue Service when you sell or otherwise dispose of your home to determine the amount, if any, of your actual recapture tax. See section 143(m) of the Internal Revenue Code generally. F. Mortgagor and Residence Information.

1.	Mortgagors Name:	
	SS#:	
	Co Mortgagors Name:	
	SS#:	
2.	Date of Closing of M	ortgage Loan:
3.	Address of residence	e:
4.	Principal amount of Mo	ortgage Loan on date of closing: \$

See the following table for your county's (
Adjusted Qualifying Income Limits:



For Non-Targete Properties For the property located at: County of:	ed	Columbia M Counties: Boone Adjusted Qual	lifying Income	Jefferson C Counties: Cole Osage	ifying Income		lifying Income	St. Louis M. Counties: Franklin Jefferson Lincoln St. Charles St. Louis Co St. Louis Co Warren	ity ounty lifying Income	Counties no within the of Jefferson Ci City or St. L noted to the	Columbia, ity, Kansas Louis MSA as e left.
			mily Members ome at the Time Sale	Living in Your H	mily Members ome at the Time Sale	Living in Your H	mily Members ome at the Time Sale	Living in Your H	mily Members ome at the Time Sale	Living in Your He	mily Members ome at the Time Sale
Date That You Sell Your Home (Closing being the date of your loan)	Holding Period %	2 or Less	3 or more	2 or Less	3 or more	2 or Less	3 or more	2 or Less	3 or more	2 or Less	3 or more
Before the first anniversary of closing (See note below)	20%	88,000	101,200	82,700	95,105	96,800	111,320	94,900	109,135	80,900	93,035
On or after the first anniversary of closing, but before the second anniversary of closing	40%	92,400	106,260	86,835	99,860	101,640	116,886	99,645	114,591	84,945	97,686
On or after the second anniversary of closing, but before the third anniversary of closing	60%	97,020	111,573	91,176	104,853	106,722	122,730	104,627	120,320	89,192	102,570
On or after the third anniversary of closing, but before the fourth anniversary of closing	80%	101,871	117,151	95,734	110,095	112,058	128,866	109,858	126,336	93,651	107,698
On or after the fourth anniversary of closing, but before the fifth anniversary of closing	100%	106,964	123,008	100,520	115,599	117,660	135,309	115,350	132,652	98,333	113,082
On or after the fifth anniversary of closing, but before the sixth anniversary of closing	80%	112,312	129,158	105,546	121,378	123,543	142,074	121,117	139,284	103,249	118,736
On or after the sixth anniversary of closing, but before the seventh anniversary of closing	60%	117,927	135,615	110,823	127,446	129,720	149,177	127,172	146,248	108,411	124,672
On or after the seventh anniversary of closing, but before the eighth anniversary of closing	40%	123,823	142,395	116,364	133,818	136,206	156,635	133,530	153,560	113,831	130,905
On or after the eighth anniversary of closing, but before the ninth anniversary of closing The undersigned Mortgagor(s)	20%	130,014	149,514	122,182	140,508	143,016	164,466	140,206	161,238	119,522	137,450

The	undersi	gned	Мо	rtgagor(s)	hereb	y ack	nowle	dge r	receipt o	of thi	s Not	tice:	
-----	---------	------	----	----------	----	-------	-------	-------	-------	-----------	--------	-------	-------	--

Borrower:		Co-Borrower:	
	Date		Date



WHAT HAPPENS WHEN THE HOUSE IS SOLD?

- Title to the home transfers as in any other transaction.
- If the home is sold within the first nine years of homeownership, Recapture Tax may be triggered.





POTENTIAL RECAPTURE TAX

- Potential Recapture Tax is NOT an issue on Next Step loans.
- It only applies to First Place and MCC loans.

RECAPTURE TAX HAS NOTHING TO DO WITH THE CAL FUNDS. Recapture tax applies to all FIRST PLACE (CAL and NON CAL) and MCC loans.



WHAT IS RECAPTURE TAX?

- If a homebuyer sells his or her home in the first nine years of ownership <u>AND</u>,
- If they make a profit AND,
- If income is over maximum,

only then additional tax may be owed.



HOW IS RECAPTURE TAX CALCULATED

- Uses IRS Form 8828 as a worksheet.
- Calculated from time of purchase to time of sale.
- Uses purchase price plus improvements as base price.
- Deducts cost of sale.
- Uses sales-year Adjusted Gross Income as determinant if Recapture Tax owed.

VERY IMPORTANT INFORMATION

Convey to the buyer that they must retain this form until they sell their home. They will need to refer to this chart if their home is sold in the first nine years of ownership.



SHOULD MY BUYER BE CONCERNED? PROBABLY NOT

- The average income for a First Place buyer is \$58,500 annually.
- The current Maximum Income is \$80,900 and higher in some areas.
- This means the average buyer is \$22,400 under maximum.
- Household income would have to increase this much commission to reach today's maximum.

 MHD

THINGS TO CONSIDER EVEN WITH POTENTIAL RECAPTURE TAX

- Borrower using CAL loan gets 4% assistance making homeownership possible.
- Borrower saves on interest rate while the home is owned.
- Borrower has tax advantage while occupying his home.
- Benefits of First Place program will usually outweigh the possibility of Recapture Tax.



MHDC Mortgage Credit Certificate Program

Form #304

MCC Conditional Commitment Package Checklist

T	O: Missouri Housing Development C Attn: Homeownership Dept. 920 Main Street, Suite 1400 Kansas City, MO 64105	ommission FROM:		
	MCC Reservation #: Next Step Reservation #: (if applicable):		Interest Rate:	%
ı	Borrower Name:	Co-Borrower		
ı	Property Address:	City:	Zip: _	
_	We are herewith submitting the Form #304 - MCC Conditional Cond DOCUMENTS TO BE SIGNED AT APPLICATION Form #315 - Potential Borrower's	mmitment Package Checklist	s order, for your Pre	-Closing review:
	PRE-CLOSING DOCUMENTS: Form #321 - Approved "Prior App	proval", signed by an authorized signer	(If applicable)	
	Correspondence Memorandum rega		(If applicable)	
	Loan Application – signed by born Form #390 – Income Calculation			
	Verification of employmen 12-Month breakdown on o 12-Month breakdown for p Other: Form #322 - Certification		G: Social Security Benefits Divorce Decree Child Support (If applicable) (If applicable)	ß
	Sales Contract with all addendum Form #350-1 & 350-2 – Waiver	of Marital Rights Affidavits – for separate Letter to borrower(s)	d individuals (If applicable) (If applicable)	
	☐ Flood Certification Letter☐ Loan Estimate			
	Name of Contact for this file	Telephone N	umber	
		F-Mail Address		



F	_	rr	n	3	1	5

Mortgage Credit Certificate Program

Potential Borrower's Application Affidavit

Name of Borrower(s):		
Property Street Address:		
City:	County:	, Missouri
Targeted Non-Targeted	Existing New Construction	Combining with Next Step Program
Total Real	Estate Sales Contract Price: \$	

Part I - Acknowledgment of Availability of Funds

- I/We hereby state that I/we are proceeding with this application at my/our own risk and there are no guarantees of an approved reservation of funds for the Mortgage Credit Certificate (MCC) Program.
- I/We further understand that the <u>interest rate is not guaranteed</u> until the reservation is made and confirmed by the Mortgage Lender. The rate may vary depending on the availability of funds and when the reservation is made.
- I/We further understand that I/we must comply with all MHDC requirements, as well as any FHA, VA, RD or Fannie Mae/Freddie Mac Conventional requirements depending on the type of loan obtained.
- 4. I/We further understand that this is NOT a loan commitment. It is in the Mortgage Lender's sole discretion to make the decision to grant the loan and I am free to seek financing from any approved Mortgage Lender. MHDC is not involved in the loan approval process. Reservations will be issued on a first-come, first-served basis.

Part II - Description and Disclosure

- Issuance of an MCC entitles eligible First Time Home Borrowers to claim a credit against their federal
 income taxes only for a portion of the interest paid for the purchase of a qualified home. The
 residence must meet purchase price limitations established by the Commission under the Internal
 Revenue Code of 1986, as amended ("IRC"). A Borrower must meet specific eligibility criteria and
 agree to certain conditions as noted in Part III.
- 2. The MCC reduces a taxpayer's annual tax liability thereby making more after-tax dollars available for loan payments. The Mortgage Lender can take the MCC savings into account when underwriting your loan. Check with your tax consultant to calculate the value a MCC will have on your personal federal tax liability. Generally, families with greater tax liability will receive more benefit from a MCC. You should be aware that the value of the credit may vary from year to year depending on your tax status and the amount of interest paid on your Mortgage Loan.

In addition, to the reduction in your tax liability, you may be eligible to deduct mortgage interest and real estate taxes on Schedule A of your federal income tax return. : You may not deduct 100% of the mortgage interest and also receive the tax credit. However, the maximum deduction for mortgage interest that may be taken on your Schedule A is determined as follows:

Total amount of interest paid less amount of tax credit.

 Generally MCCs can only be provided for the initial financing of the residence and it can not be issued in connection with any program funded by mortgage revenue bonds. The MCC will be nontransferable.



- Conflict of Interest No MCC can be issued to any persons who have, or who are related to a person
 who has, an interest as a creditor in financing the purchase of the residence.
- At closing, an MCC Commitment Fee in the amount of one percent (1%) of the final mortgage loan amount is due and payable to "Missouri Housing Development Commission".
- 6. You, the Mortgage Lender, and the seller will be required to execute affidavits and certifications in connection with the MCC Program. These affidavits are to be made under oath and are given subject to penalty of perjury, which is a felony offense. Misstatements in the affidavits which are not intentionally made may result in a \$1,000. Intentional misstatements may result in up to a \$10,000 fine plus other criminal penalty. MHDC and the Mortgage Lender will be verifying the information contained in the affidavits. Misstatements may also result in denial or revocation of the MCC.

Part III - MHDC Program Requirements

All qualified borrowers must be able to certify that the following statements are or will be true.

- The borrower(s) will occupy the home as a principal residence within 60 days after closing.
- The residence is a single family (one unit) residence, or a single family, two unit residences, in which case I certify that I intend to occupy one unit as my principal residence.
- The residence will not be rented or used as an investment property (except in the case of a two-unit property), or used as a recreation or "second" home.
- 4. The residence will not be used primarily for business and no more than 15% of the total area can be used in a trade or business. The borrower(s) will not deduct any portion of the cost of the residence <u>as</u> a home business expense on state or federal income tax returns.
- 5. I/We understand the Maximum Purchase Price limit is \$_____ and that neither the total cost to acquire the residence nor the original mortgage loan amount may exceed this amount.
- 6. I/We understand that the Maximum Income limit is \$_____ and that my/our total household income may not exceed this amount at any time prior to closing. The total number of persons related to the borrower(s) that will be living in this home equals .

The purpose of the Gross Annual Household Income maximum limit requirements is solely to establish the Borrower's eligibility for a Mortgage Credit Certificate and it is not required to be used for purposes of credit evaluation by the Mortgage Lender. The MCC Program is considered a Special Credit Program under Regulation B of the Equal Credit Opportunity Act. Lenders may require additional income information necessary to determine if the Borrower's household income is within the maximum limits allowed for the program.

- Total Household Income includes all income from all sources for all borrower(s) and all other persons intending to occupy the residence. (Including but not limited to: gross pay, overtime, interest, dividends, alimony, child support, social security retirement, pension, welfare, etc.)
- 8. Neither the borrower(s) nor the occupants of the property have had ownership interest in a principal residence or have taken a home mortgage interest deduction or real estate tax deduction on their federal income tax returns in the past three (3) years, unless one of the borrowers is a qualified veteran and/or the residence is located within a targeted area.



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Name of Occupant	Relationship	Age	Occupation(s)
or any minors listed ab	ove, will both their biolo	gical paren	its be residing in this home as their
rimary residence? Ye	es 🗆 No		
		of the chi	ld.
Porrower Acknow			
Borrower Acknow			
	vledgment of Und	erstandi	ng
	vledgment of Und	erstandi	ng
, the undersigned borrowe	viedgment of Und er(s) have read and under	erstandi stand Part I,	ng Il and III above.
, the undersigned borrowe	viedgment of Und er(s) have read and under	erstandi	ng Il and III above.
Borrower Acknow the undersigned borrowe Date:	vledgment of Underser(s) have read and underser	erstandi stand Part I,	ng Il and III above.
Borrower Acknow	vledgment of Und	erstandi	ng

Applicants must sign <u>prior</u> to requesting a reservation of funds. One copy must be given to the potential borrower(s).



12.7		

Mortgage Credit Certificate Program

Request for Prior Approval All items must be completed in order for MHDC to review your case. Please allow 4 days for response. Lender Name: Contact Name: Phone #: Borrower's Name: Property Address: MCC Reservation Number Next Step Reservation Number Proposed Closing Date Please review the following for prior approval on: Power of Attorney for Buyer in Military Use of a Power of Attorney for a buyer is not acceptable unless the buyer is a member of the Armed Forces serving outside the continental United States. For these cases, a Judge Advocate General's Power of Attorney must be used. Flood Zone D Must include a letter from City or County Official, on letterhead, stating he or she can verify, without hesitation, that the property did not flood in 1993, and has not flooded since (see Section 4-2a of MRB Manual for example). This must be done before closing. ▶ MUST complete the following: 1. Number of persons intending to occupy the residence: 2. Include copy of current Loan Application. 3. Include copy of the MHDC Income Calculation Worksheet. 4. If overtime, commissions or bonuses are being used, the lender must set out details of exactly what was used and a schedule of income from VOEs, pay stubs or other documentation used for arriving at the figures. Show the method of calculation. Include Other - Explain in writing exactly what you wish for MHDC to review. Include all documentation. For MHDC Use Only: Based upon the information you have submitted, MHDC has determined that the above borrower, ■ DOES NOT meet all criteria for the situation as noted above. If approved, should any information change prior to closing, it will be necessary to obtain a new prior approval. With Prior Approval of income, should the VOE documentation become more than 4 months old before loan closing, it will be necessary for you to obtain new VOEs and new income date for purposes of determining eligibility for a first-time home buyer loan. This loan will have to still meet all other regulations and rules of the MCC and/or First Place program. Any change in the Maximum Income Limitations before this loan closes could alter this approval.

MHDC Calculations: _____

Missouri Housing Development Commission

→ AFTER APPROVAL, COMPLETE AND INCLUDE THIS FORM WITH THE LOAN PACKAGE! The documentation provided for this prior approval has not changed.

The documentation provided for this prior approval **did** change before loan closing. Attached is the new documentation.

Date

Maximum Limit:

Reviewer Comments:

Date: __

Lender Authorized Signature



Revised 1/1/14 Page 1 of 1

Form 305

Mortgage Credit Certificate Program MCC Post Closing Package Checklist

Files must be uploaded and submitted to MHDC in the order as follows:

*Notes forms only required when applicable. For special circumstances only.

SECTION #1 - LENDER CERTIFICATION: Form #305 - Lender Check Sheet	
□ Commitment Fee – Confirmation of wire to MHDC for 1% of the loan amount □ Form #320 – Lender Certification	
SECTION #2 - APPLICATION DOCUMENTS:	
☐ Typed final loan application – signed by borrower(s)	
SECTION #3 - Affidavits: Warranty Deed	
☐ Form #325 - Seller's Affidavit (Names must match W/D)	
☐ Form #330* – Certification of Cost	Co.
If applicable. In lieu of #525 when the borrower is building on their own land.	
Form #335 – Mortgagor's Affidavit	
SECTION #4 - NOTE & RECORDED FORMS	
☐ Executed First Mortgage Note	
☐ Form #375* - Co-Signor Affidavit	
If applicable. For non-occupying co-borrowers.	
☐ Form # 355 - Notice of Potential Recapture Tax	
SECTION #5 - SETTLEMENT STATEMENTS	
☐ CD Closing Disclosure, signed by mortgagor(s) (Both Borrower & Seller's sides)	
☐ Itemized breakdown of origination fees	



Mortgage Credit Certificate Program

Form 320

Lender's Certification

LENDER CONTACT INFORMAT	File Contact-For Approval	& Defi. Notices:
	Email: _	Phone #:
RESERVATION DATA: MHDC	Reservation #:	Reservation Date:
Property Address:	County:	SS#: Co- SS#:, MO City:, MO Rural/Non MSA County
APPLICATION DATA: Applic	cation Date:	Loan Officer:
Property: 1) Non-Targeted Targ 2) Existing New		Census Tract #: Year Built: SQ FT: Bedroom #: SQ FT:
Total # in Household: (Adults Children) Spouse residing in home NOT on loan:	Borrower: Age: Sex: Male Female Ethnicity: Marital Status: Occupation:	Co-Borrower: Age: Sex: Male Female Ethnicity: Marital Status: Occupation:
INCOME DATA:	Borrower Income:	Co-Borrower Income:
INCOME DATA:		
INCOME DATA:	Wages \$	Wages \$ 0.00
INCOME DATA: SALES CONTRACT & AFFIDAY Contract Sales Price: \$	Wages \$ 0.00	Wages \$ 0.00
SALES CONTRACT & AFFIDA\ Contract Sales Price: \$ Financed Closing Costs: + 5 Rehab. Amount: + \$	Wages \$ 0.00	Wages \$
SALES CONTRACT & AFFIDAY Contract Sales Price: \$ Financed Closing Costs: + 5 Rehab. Amount: + \$ Personal Property: <\$ Sweat Equity: <\$	Wages \$ 0.00	Wages \$



Revised: December 2018

MHDC USE ONLY:

Borrower's Investment: \$__

Page 1 of 2

NOTES:

Form 320

Part II

I, the undersigned authorized officer of the Lender named below (the "Lender") do hereby certify, represent and warrant to Missouri Housing Development Commission (the "Commission" that:

- The location of the property for which the borrower(s) are applying for an MCC (the "Residence") is entirely within the boundaries of the State of Missouri.
- A qualified employee of the Lender, as agent for the Commission, by personal inspection verified that the property consists
 of a one family dwelling, the construction of which is sufficiently complete that occupancy is permitted under local law.
- A qualified employee of the Lender, as agent for the Commission, has confirmed that the potential mortgagor(s) have been
 informed and understand the Potential Borrower's Application Affidavit attached hereto. The affidavit was signed on the
 date of execution of the Mortgage.
- 4. Attached hereto as are copies of the sales contract and all escrow and settlement papers relating to the property and the Mortgage Loan. The contract price set forth above (a) includes the land (unless the land has been owned by the Mortgagor for at least two years prior to the date on which construction of the residence began), dwelling and all fixtures and (b) is within the limit required by the guidelines noted by the Operations Manual.
- 5. The settlement costs (title and transfer costs, title insurance, or similar costs) and financing costs (credit reference fees, legal fees, appraisal expenses, the application fee, points which are paid by the buyer or other costs of financing the residence) associated with the purchase of the property, paid by or on behalf of the Mortgagor do not exceed the usual and reasonable costs in the area which would be paid by a buyer. No fees other than those set forth in the escrow and settlement papers were paid or collected.
- A qualified employee or agent of the lender independently investigated the representations contained in the Mortgagor's Affidavit and the Seller's Affidavit, and has no reason to believe that they are not true and correct.
- 7. A qualified employee of the Lender, as agent for the Commission, has reviewed the credit reports with respect to the Mortgagor from all three national credit bureaus and verified that no credit report includes any indication that the Mortgagor incurred indebtedness to finance a principal residence during the three-year period prior to the execution of the Mortgage, unless the Mortgagor is a Qualified Veteran or the principal residence is located in a targeted area qualified census tract.
- A qualified employee or agent of the lender, as agent for the Commission, verified that the total projected twelve-month
 household income is not in excess of the applicable maximum income limit and the amount of income used for credit
 underwriting is not more than the projected income for MHDC purposes.
- The financing of the residence to be purchased will not be from any qualified mortgage revenue bond program.
- 11. No related person has an interest or is expected to have an interest as a creditor in the mortgage loan amount.
- A qualified employee or agent of the lender, as agent for the Commission, verified that the property being financed is not located within a 100-year flood plane.
- 13. [Complete if developer of residence is other than the Seller.] The name and address of the developer of the residence is:

This is to certify that the above Lender's Certificate complies with all applicable representations, warranties and covenants specified in the Origination, Servicing and Administration Agreement (Revised March, 1996), as amended and supplemented from time to time, by and among the Lender, the Missouri Housing Development Commission and the Trustee.

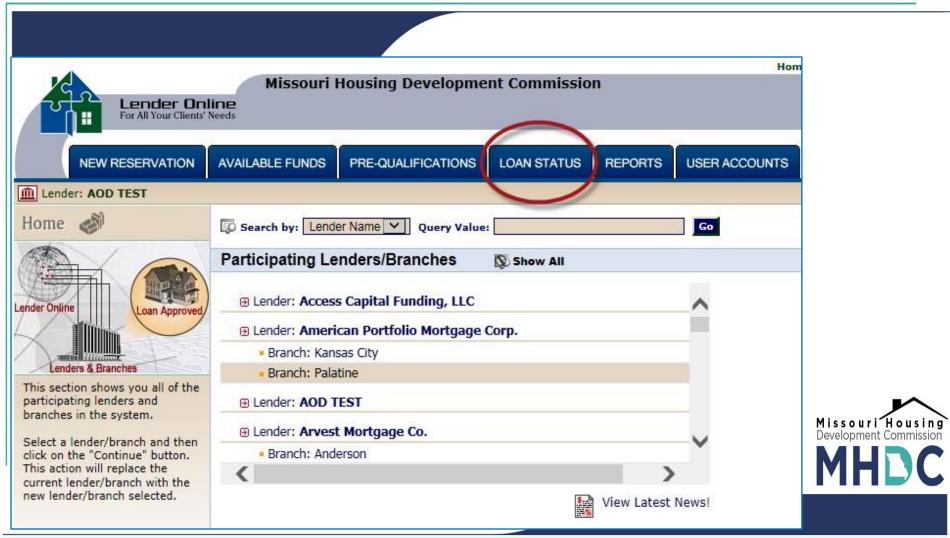
Dated:	Lender:
	By (authorized signature):
	Typed Name and Title:

Revised 12/28/18 Page 2 of 2



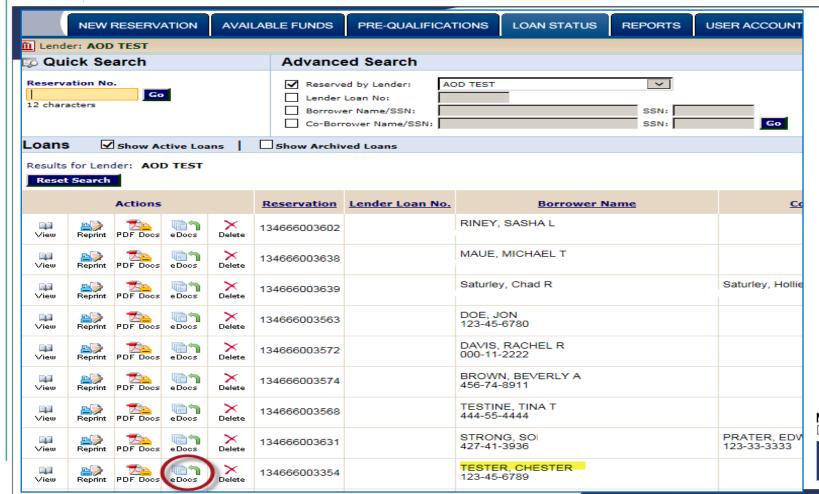
UPLOADING TO LENDER ONLINE

STEP ONE: Click on Loan Status tab



STEP TWO: Choose your reservation and click on the "eDocs"

icon.	e Doc



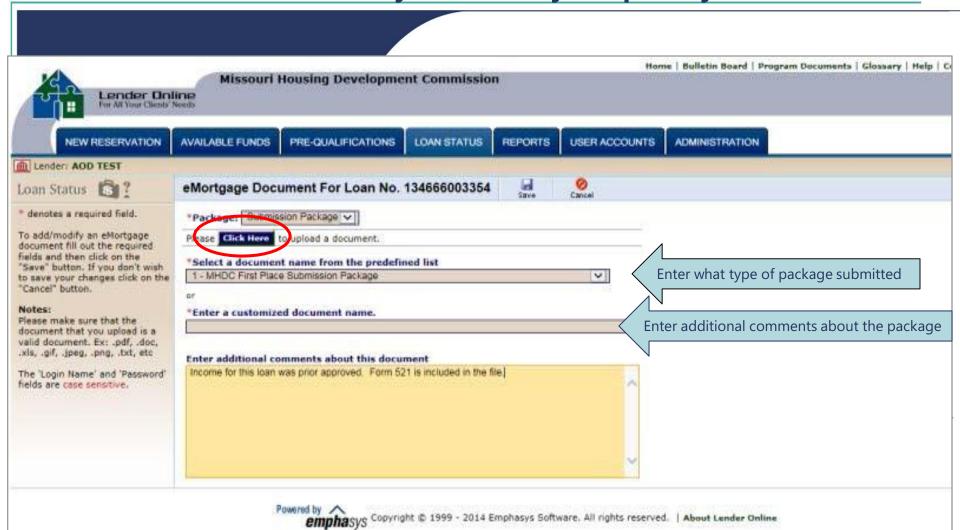


STEP THREE: Upload your pre-scanned file by clicking on "Add New"

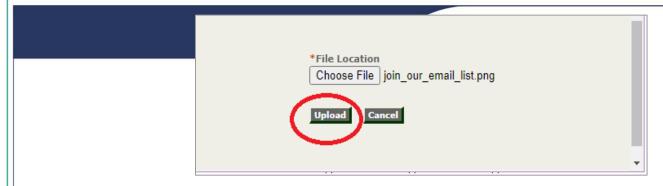
Make sure you are on "submission package"



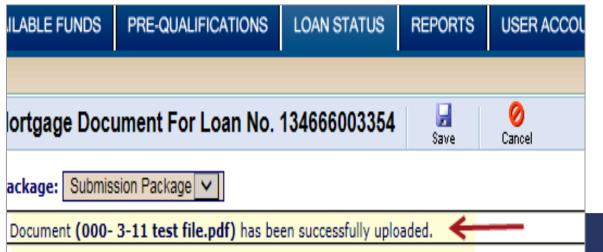
- Name your document and note any special comments
- Click when you are ready to upload your file



- Locate the pre-scanned package in your folders.
- Click when you are ready to upload your file.



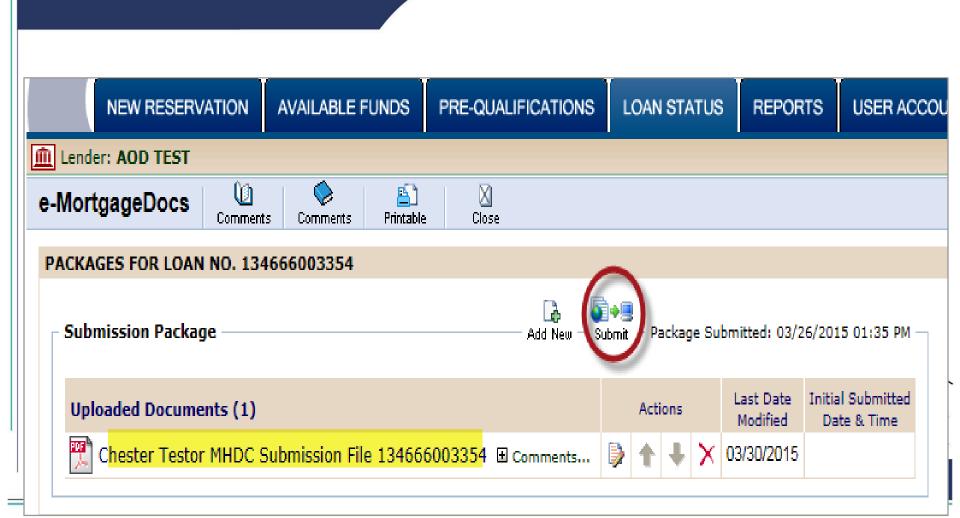
- Save
- It will indicate if the file was successfully uploaded.



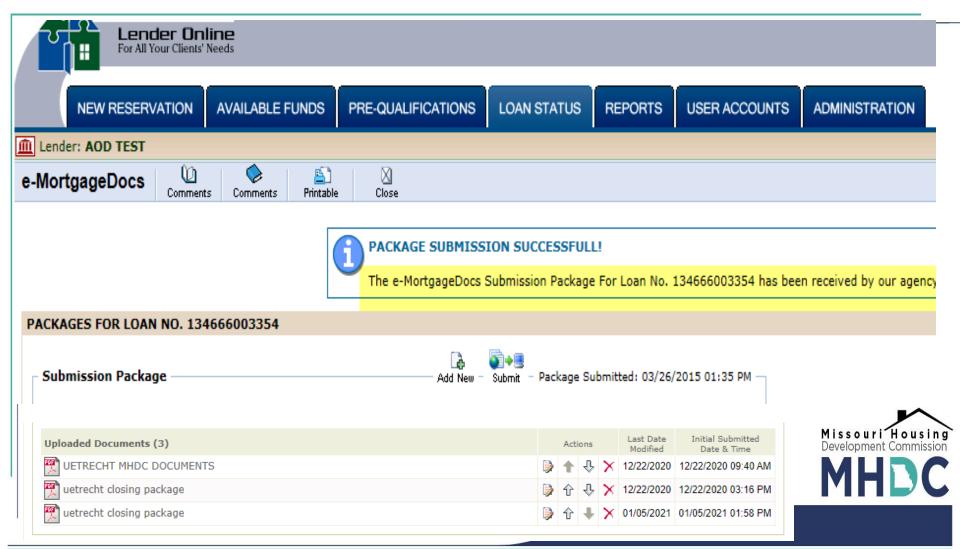


STEP FOUR: Your file is now uploaded into Lender On Line.

 Click on "Submit" when you are ready to submit your completed file to MHDC.



 You will be given a confirmation of the date and time the file was submitted to MHDC.



DO'S AND DON'TS TO REMEMBER

DO

- ✓ Make sure the file is in order before scanning. Follow the file stacking worksheet #505/705/305.
- Remember to hit "submit" after uploading the file.
- ✓ Send all deficiencies together, not one at a time.

DON'T

- V Upload the file one document at a time. The entire, complete package should be scanned and submitted in its entirety.
- x Email files. Files must be submitted through LOL.



How do I know if it's been approved?

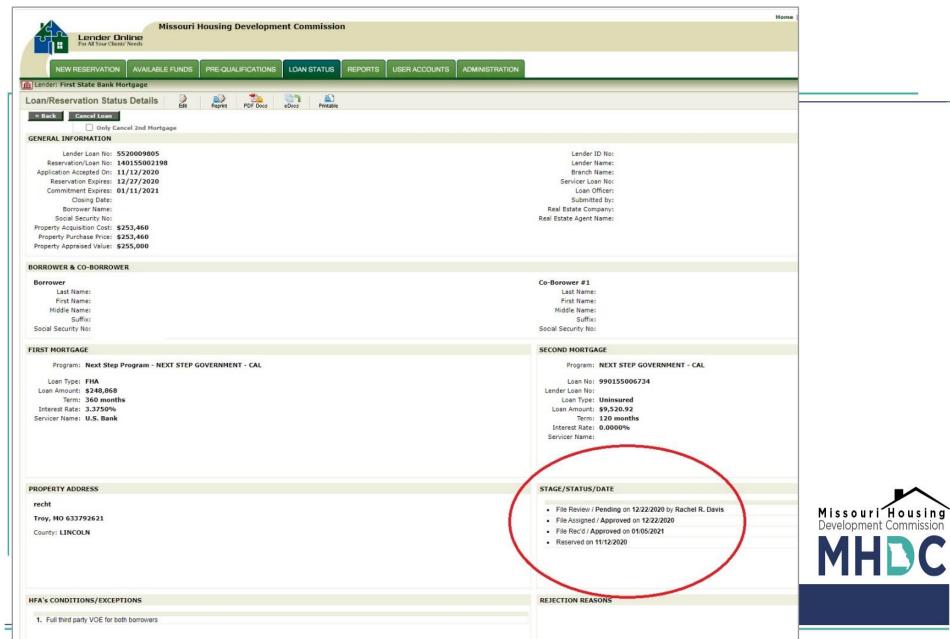






- Lenders are able to check the status of their files on Lender Online under the Loan Status tab.
- There are seven stages to each reservation/loan:
 - 1. Reserved You have made your reservation.
 - 2. File Rec'd MHDC has received the file.
 - 3. File Assigned The file has been checked out for review.
 - 4. File Review The file is in the process of being reviewed.
 - 5. Committed The file has been approved by MHDC.
 - 6. Purchased US Bank has purchased the loan.
 - 7. Funded MHDC has pooled the loan.

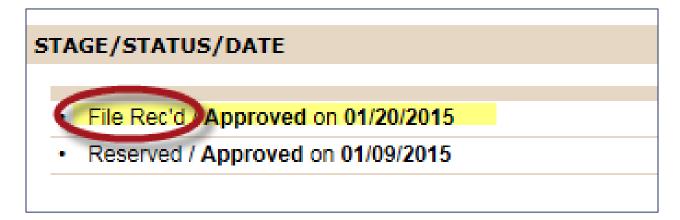




Example:

This file has been received by MHDC.

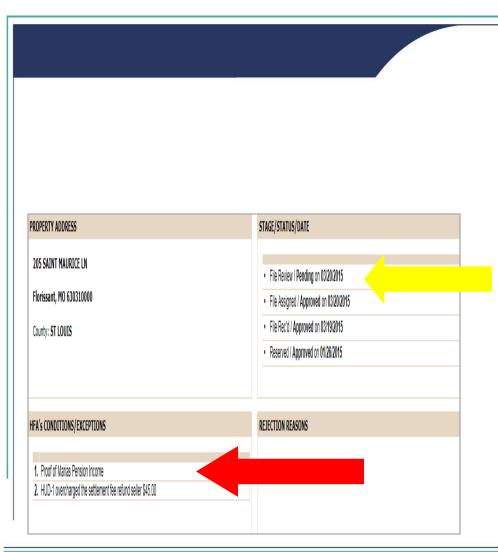
LENDER ONLINE STATUS STAGES



It has <u>not</u> been reviewed or approved; however, the status after each stage reflects the status for that stage. Must say <u>Committed/Approved</u> before you can expect to see an approval.

Missouri Housing Development Commission

RECEIVING A DEFICIENCY NOTICE



- Should the file contain a deficiency, the contact listed for the file will be notified via email.
- The "File Review" stage will show <u>Pending</u>.
- The conditions to clear the file will be at the bottom left of the screen.



RECEIVING A DEFICIENCY NOTICE



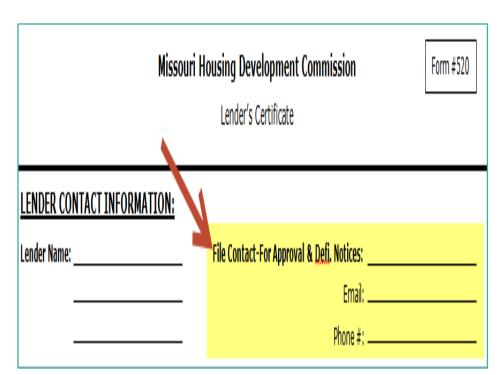
Submitting a missing document:

- Scan the missing information and save to folder.
- Upload just as you did your file package.
- Don't forget to "Submit" the uploaded document.
- DO NOT resubmit the entire file package.
- DO NOT submit deficiencies until all are ready.



LOAN FILE APPROVAL

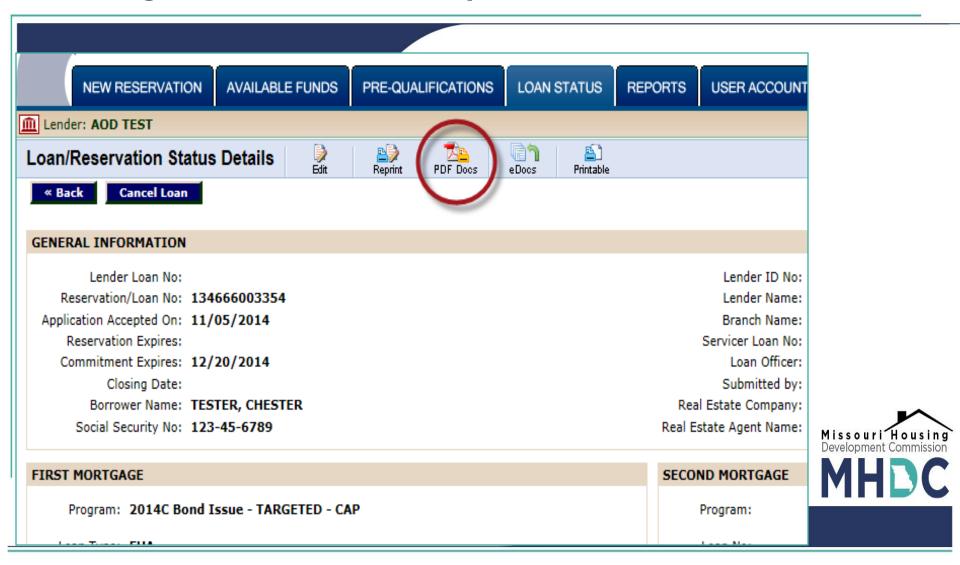
- Your approval will be sent via email to the contact noted on the Lender's Certificate Form #520.
- Be sure to note the person who should be receiving deficiency notices and the final approval.





LOAN FILE APPROVAL

 You also have the option of printing off your own approval by clicking on PDF Docs at the top of the screen.



LOAN FILE APPROVAL

Click on Form
 195 –



Commitment
Letter
(If it does
not show,
the file has
not been
approved.)

Then click on GenerateDocuments



THE LOAN CLOSES NOW WHAT!





CLOSING DOCUMENTS

After the loan closes the lender is to upload to MHDC and the Master Servicer a closing package with all necessary forms through EDOCS.



WHAT YOU NEED TO UTILIZE EDOCS

- √ You must have access to Lender Online (LOL).
- ✓ You must have a username and password.
- ✓ You must have a PDF-reader.
- ✓ You must be able to scan documents.



LOAN SHIPPER TIP

- Carefully review forms for correct execution.
- Review MHDC checklist, Form 505/705/305 Lender
 Checklist, to ensure all required docs are sent with file.
- Call MHDC with any questions before shipping.
- DO NOT send a file knowing it is incomplete.
- Only send back deficiencies when all deficiencies have been gathered.

UPLOADING DOCUMENTS PROCESS PREPARING YOUR LOAN PACKAGE

- Prepare your loan package using the Form #505/705/305
 Stacking Sheet as your guide.
- The file <u>MUST</u> be in order before scanning.
- Once the package is complete and ready for submission, scan the entire package as a PDF file and save to your designated folder.
- Supporting information should be included following the Lender's Certificate.
- This will include letters of explanation, prior approvals etc.
- E-Signatures are allowed, unless a notary is required.



MASTER SERVICER

As of 07/01/2020 US Bank is the MHDC Master Servicer



If you have specific questions regarding Product Guidelines or US Bank Overlays they can be reached at:

hfa.programs@usbank.com

hfa.customercare@usbank.com

Customer Care 1-800-562-5165

https://www.usbank.com/corporate-and-commercial-banking/industry-expertise/correspondent-lending.html



MASTER SERVICER



- You will have to have a username and password for their site in order to upload the servicer package to them.
- Lenders are to submit a separate file to master servicer containing all required items.
- All lenders must deliver packages eligible to be sold into the secondary market.
- Any file must be eligible for sale to FHLMC, FNMA, FHA, RD or VA.
- Lenders may use MERS.
- All suspended files must be corrected within 30 days of notification to the lender.
- Reservations for suspended files will be canceled after 30 days.
- Lenders are responsible for tracking suspended files.
- Each file will be reviewed for compliance with the appropriate underwriting guidelines.
- Files are not re-underwritten.



MASTER SERVICER



- Each file will be reviewed for compliance with the appropriate underwriting guidelines.
- Files are not re-underwritten.
- Master Servicer will pay the lender when the loan is approved by both MHDC and master servicer.
- Each file will be reviewed for compliance with the appropriate underwriting guidelines.
- US Bank charges a \$200 Funding Fee which can be passed on to the borrower's closing costs.
- US Bank allows manual underwriting for Conventional loans but not FHA loans.
- US Bank requires a credit score of at least 680 for manufactured housing.
- Non Owner Occupied borrowers are allowed on FHA loans only.
- Reach out to US Bank for their Conventional Loan Product Guide and Government Loan Product Guides.



MHDC WEBSITE

www.mhdc.com

Click on "HOMEOWNERSHIP", then "Lender Resources"

- Contains all Program Manuals for review and answers to many questions.
- Lists income limits, sales price limits, target areas, etc.
- Please sign up for our email blast to find out when rates change and changes to the program.

MHDC HOMEOWNERSHIP CONTACTS

- Christopher Hendrickson
- Homeownership Manager
- Rachel Hollinberger
- Lender Relations Manager
- Roxie Weaver
- Homeownership Officer
- Hailey Wilkins
- Homeownership Officer

christopher.hendrickson@mhdc.com

816-759-6812

rachel.hollinberger@mhdc.com

816-759-7318

roxie.weaver@mhdc.com

816-759-6830

hailey.wilkins@mhdc.com

816-759-6893



Loan Officer Certification Test

- A passing score for the Loan Officer Certification Test is 70% or better.
- Individuals who did not attend both days of the training will not get credit for the Test.
- Please register for the Test with the same email that you registered for the Training.
- Please use Google Chrome for the test.
- All attendees that registered for the Loan Officer Certification Test will receive a link within 2 hours of the end of training, Wednesday, January 25, 2023.

- This link will include a password for the Loan Officer Certification Test.
- This test must be started no later than 1/25/2023 at 11pm.
- The test will be timed. You will have 3 hours.
- The test will not save your progress if you close the browser during the Test.
- You will receive the results on the screen immediately.
- MHDC will send Certificate of Passing Score via email no later than January 31, 2023.

THANK YOU FOR ATTENDING MHDC TRAINING!!

